

ANTHONY E. CORE, P.C.

ATTORNEYS AT LAW
173 SCHOOL STREET
WESTBURY, NEW YORK 11590

(516) 997-2700
FACSIMILE: (516) 997-7334
www.aeclaw.com

ANTHONY E. CORE, ESQ.
JACQUELINE M. CAPUTO, ESQ.
BRADLEY T. SLOVER, ESQ. *
PHILLIP K. VACCHIO, ESQ. **

* ALSO ADMITTED IN CT
** ALSO ADMITTED IN NJ

OF COUNSEL
MICHAEL E. WHITE, ESQ.

LAW CLERK
MICHAEL S. PERNESIGLIO

LEGAL SUPPORT STAFF
PAMELA L. DONOHUE
JUSTINE R. MACKEY

October 28, 2013

SENT VIA ELECTRONIC and OVERNIGHT MAIL

Ms. Beverly Kolenberg
Assistant Regional Counsel
Office of Regional Counsel
United States Environmental Protection Agency
Region 2
290 Broadway
17th Floor
New York, New York 10007-1866

Re: 100 Frank Road LLC

Dear Ms. Kolenberg:

We represent 100 Frank Road LLC and 100 Frank Road Land LLC (collectively referred to herein as "100 Frank Road" or our "Client") and provide this letter in response to the U.S. Environmental Protection Agency ("EPA") letter of July 31, 2013 ("EPA Letter"). Presented herewith also please find submitted the Request for Information questionnaire completed by 100 Frank Road and 100 Frank Road Land LLC, as certified by Frank Suppa as managing member of both 100 Frank Road and 100 Frank Road Land LLC, along with relevant documentation, including Phase I and Phase II Reports for the property situated at 100 Frank Road, Hicksville, New York (the "Property").

First and foremost, based upon information and documentation presented by our Client and included herewith, the Property is not part of the New Cassel/Hicksville Ground Water Contamination Superfund Site as described in the EPA Letter (the "Site") and also is not the former Bowe Systems and Machinery location. Bowe Systems and Machinery was located at 200 Frank Road, a separate and distinct location and parcel of land than the Property. Furthermore, as outlined herein, we submit that 100 Frank Road has established itself as a bona fide purchaser under applicable EPA criteria with respect to the Property.

The purchase of the Property by Mr. Suppa in January 2012 was for fair market value, from Keemo Properties LLC and Frank Suppa had no knowledge at that time of purchase and to

this day, continues to have no knowledge of, or affiliation with, Bowe Systems and Machinery. On or about February, 2012, Mr. Suppa formed 100 Frank Road through his attorney Mitch Diamond Esq. Mr. Suppa is managing member of 100 Frank Road which is domiciled in New York with its' registered agent located in Mineola, New York. The tax map numbers for the Property are Parcel I- Section 11- Block E- Lots 434 and 435 and Parcel II – Section 11 – Block E – Lots 456 and 457..

On or about November 2011, prior to purchase of the Property, Mr. Suppa contacted Energy and Environmental Analysts, Inc. ("EEA") to undertake a Phase I Environmental Site Assessment ("Phase I ESA") of the Property. The Phase I ESA conducted in 2011 and annexed hereto as Exhibit 1, provides a review of the most recent federal agency database records relative to the Property, adjacent/contiguous properties, and the surrounding neighborhood. The Property was not identified in any of the following databases: a) United States Environmental Protection Agency National Priorities List; b) the USEPA CERCLA Information System (CERCLIS); c) the RCRA Corrective Action Activity (CORRACTS); d) the RCRA Treatment/Storage/Disposal Facilities (TSDF) database; e) Resource Conservation and Recovery Act (RCRA); f) USEPA's Civil and Administrative Enforcement Docket; and g) USEPA's Emergency Response Notification System (ERNS). *See pages 13-16 of Exhibit 1.* Although some of the properties adjacent, contiguous or in the neighborhood may have been listed on some of the agencies' reports, the Property itself was not identified within any of these aforementioned databases.

Importantly, the Phase I ESA opined that the Site was in the neighboring area of the Property. *See page 23 of Exhibit 1.* The EEA opinion provided in the Phase I ESA also stated that based upon the evaluation of readily available information obtained during the Phase I ESA, no *Recognized Environmental Conditions* (RECs) were identified that could be attributed to past and present occupants or uses associated with the Property, with a few exceptions. *See page 23 of Exhibit 1.* Due to these few exceptions, the Phase I ESA recommended further study and investigation to be conducted pursuant to a Phase II Subsurface Investigation ("Phase II Investigation").

To ensure further clarification and to present more thorough findings respecting the Property, the Phase II Investigation was conducted by Laurel Environmental Associates, Ltd ("LEA") in 2011. The Phase II Investigation, annexed hereto as Exhibit 2, concluded that although some potential contaminants were found at the Property, the concentration levels of any such contaminants were below applicable soil clean-up objectives and groundwater standards. Also presented herewith is a supplemental Technical Report from LEA respecting TCLP analysis of certain soil samples, concluding they were not hazardous. *See Exhibit 3.*

It is our understanding that to meet the status of a bona fide purchaser, a person must meet the criteria set forth in CERCLA §101(40), which states first that a purchaser of property must buy the property after January 11, 2002, in order to qualify. To meet these statutory criteria of a bona fide purchaser, a person must also perform an "all appropriate inquiry" into the previous ownership and uses of property before acquisition of the property. In the case of 100 Frank Road, our Client, specifically through its managing member, conducted "all appropriate inquiry" prior to the purchase of the Property. Prior to the purchase of the Property in January 2012, our Client contacted and engaged EEA to conduct the Phase I ESA of the Property. EEA opined in the Phase I ESA that there were no RECs attributed to past and present occupants or uses associated with the Property, with a few exceptions which required further investigation and clarification. *See page 23 of Exhibit 1.* Due to these few exceptions and to conduct a complete

and thorough investigation of the Property prior to purchase, our Client followed the Phase I ESA recommendations and had the Phase II Investigation conducted. The Phase II Investigation included: a further reconnaissance of the Property, a geophysical survey using ground penetrating radar, soil sampling, drywell sampling, groundwater sampling and a soil vapor intrusion study. The results of all of the sampling and sample analysis and conclusions respecting the subsurface investigation are presented in the Phase II Investigation Report (*See pages 22-23 for conclusion/summary and Appendices of Exhibit 2*). Also, consistent with the Phase I ESA, the Phase II Investigation references the Site as being in the neighboring area to the Property and presents no reason to believe the Property is a part of or within the Site. (*See page 8 of Exhibit 2*). Therefore, based on the aforementioned actions undertaken by our Client we believe our Client, by its managing member, conducted an "all appropriate inquiry" and meets the foundation requirements of a bona fide purchaser pursuant to EPA criteria.

To further meet the statutory criteria of a bona fide purchaser, a party must not be potentially liable or affiliated with any other person who is potentially liable for response costs. Even though our Client conducted "All Appropriate Inquiry" prior to purchasing the Property, our Client also had no affiliation with a party who may be potentially liable or affiliated with any one who may be liable for any contamination, if any, at the Property. We note first, that the original EPA Letter is addressed to "100 Frank Road LLC. Re: Former Bowe Systems and Machinery." The connection between 100 Frank Road LLC and the Former Bowe Systems and Machinery indicated in this address is simply incorrect. It is our Client's understanding that the company formerly known as Bowe Systems and Machinery was located at 200 Frank Road Hicksville, New York, and not at 100 Frank Road Hicksville, New York, which is the current address of our Client and the Property. Also presented as Exhibit 4 annexed hereto is a Site Record for the Bowe Systems and Machinery Site at 200 Frank Road from the New York State Department of Environmental Conservation database. Importantly, our Client had no knowledge of Bowe Systems and Machinery prior to the purchase or at the time of the purchase except for Bowe Systems and Machinery being identified in the Phase I ESA as having formerly occupied property to the south of the Property. (*See pages 13, 15 and 17 of Exhibit 1*). Also, our Client never had any contractual, corporate, or financial relationship with Bowe Systems and Machinery. Our Client did not purchase the Property from Bowe Systems and Machinery but rather from Keemo Properties LLC. Finally, our Client paid fair market value for the Property and our Client did not seek or receive any tax certifications for any reduction in property taxes in connection with any contamination, if any, at the Property. Therefore, based on the lack of connection between our Client and Bowe Systems and Machinery, our Client can clearly demonstrate that there exists no affiliation between them, or with any party who may be potentially liable or affiliated with any one who may be liable for any contamination, if any, at the Property, the Site, or otherwise.

Under CERCLA §101(40)(D), the bona fide purchaser reasonable steps provisions provide: "the person exercises appropriate care with respect to hazardous substances found at the facility by taking reasonable steps to – (i) stop any continuing release; (ii) prevent any threatened future release; and (iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous substances." Our Client has fulfilled each duty with respect to the reasonable step provisions by conducting the Phase I ESA and Phase II Investigation and acting on the opinions and conclusions listed in those reports. Our Client had the assessments and investigation conducted to be aware of any contaminants, if any, present on the Property and for the purpose of preventing any future release of contaminants. Also, our Client has complied with any and all requests from the EPA, including their request for information. Therefore,

based on our Client's aforementioned actions, we submit our Client has fulfilled the requirements to be designated the status of a bona fide purchaser by taking all reasonable steps with respect to any hazardous substances, if any, relative to the Property.

Lastly, in accord with CERCLA §§101(40)(E), our Client has cooperated, assisted and provided full access to persons who are authorized to conduct response actions or natural resource restoration of any site from which there has been a release or threatened release and will continue to do so. Our Client has never caused and will not cause any barriers or obstacles in the way of any persons authorized to conduct response actions with respect to a release or threatened release of contaminants. Therefore, based upon our Clients' aforementioned actions, we submit our Client has meet all the elements required to satisfy the bona fide purchaser status and therefore our Client should be shielded from liability with respect to any contaminants, if any, respecting the Property, the Site, or otherwise.

Notwithstanding the information provided herein on behalf of our Client, including the Exhibits, in our Client's effort to be cooperative and responsive to the EPA, also presented herewith are formal responses to the Request for Information Questionnaire, certified by Frank Suppa as managing member of 100 Frank Road.

If there are any further questions or need for clarification, please feel free to contact me.

Sincerely,



Michael E. White

RESPONDENT'S REQUEST FOR INFORMATION

- 1a. *State the correct legal name and mailing address of your Company.*

100 Frank Road LLC and 100 Frank Road Land LLC. located at 100 Frank Road Hicksville, New York 11801.

- 1b. *State the name(s) and address(es) of the President, Chief Executive Officer and the Chairman of the Board (or other presiding officer) of the Company.*

Frank Suppa (managing member) – Home Address 43 Meritoria Drive, East Williston, New York 11596.

- 1c. *Identify the state and date of incorporation of the Company and the Company's agents for service of process in the state of incorporation, and in New York State.*

The State of Incorporation is New York. The date incorporation was filed was February 23, 2012. The agents for service of process in the State of Incorporation and in New York State is the Diamond Law Group, located at 244 Mineola Blvd Ste 101, Mineola, New York 11501.

- 1d. *If your Company is a subsidiary or affiliate of another corporation or entity, identify each of those other corporations or entities and for each, the President, Chief Executive Officer and Chairman of the Board. Identify the state of incorporation and agents for service of process in the state of incorporation and in New York State for each corporation identified in your response to this question.*

Not applicable as our Client is not a subsidiary or affiliate of another corporation or entity.

2. *Identify the address, Section, Block and Lot numbers, and the size of each property (hereinafter, "Property" or "Properties") that your Company either presently owns and/or formerly owned within the Site from the date your Company, or any related company had ownership interest.*

The property owned by 100 Frank Road LLC and 100 Frank Road Land LLC is situated at 100 Frank Road Hicksville, New York and described as tax map number Parcel I- Section 11- Block E- Lots 434 and 435 and Parcel II- Section 11 – Block E – Lots 456 and 457. To the best of my knowledge based upon all appropriate inquiry, the Property is not a part of the Site.

3. *For each Property identified in response to question 2, in which your Company has and/or had an ownership interest currently or in the past, please identify:*

- 3a. *The date your Company acquired an ownership interest. An ownership interest includes, but is not limited to, fee owner, lessor or lessee, licensee and/or operator;*

Our Client purchased the Property on or about January 2012.

- 3b. *The name and address of all other current and/or previous owners;*

There are no other current owners. The previous owner was Keemo Properties LLC, previously located at 100 Frank Road Hicksville, New York 11801.

- 3c. *All individuals or entities that have leased, subleased or otherwise operated at each Property at any time currently or in the past, and identify the dates (month and year) that each such individual or entity began and ended its leasehold interest or its operations;*

Only knowledge of any entities or individuals who have leased, subleased or otherwise operated at the Property is limited to, New Cassel Building Products, 100 Frank Road LLC and 100 Frank Road Land LLC and my affiliated landscaping company Frank Suppa Landscaping Corp. and predecessor owner Keemo Properties LLC.

- 3d. *Any portion of any Property which was transferred or sold, and the block and lot number, the date of the transfer or sale, the sale price and the entity that acquired the Property;*

No knowledge of any portion of the Property transferred or sold since my 2012 purchase.

- 3e. *The relationship, if any, between your Company and each of the individuals and/or other entities identified as having leased or operated at each Property.*

Frank Suppa Landscaping Corp. owned by Frank Suppa has operated from the Property since my purchase. New Cassel Building Products is also a current lessor.

- 3f. *Your Company's involvement in all operations conducted by each lessee and/or other individual or entity identified in response to question 3c., above; and*

100 Frank Road LLC and 100 Frank Road Land LLC is not involved in the operation of Frank Suppa Landscaping Corp., but for common ownership. New Cassel Building Products is independent of 100 Frank Road and 100 Frank Suppa Landscaping Corp.

- 3g. *For each Property, provide all documents relevant to your response to questions 3a-3f., above, and provide copies, including, but not limited to, copies of surveys, title search documents, deeds, rent rolls, leases and correspondence.*

Annexed hereto is Exhibit 5, which includes a survey, title policy, deed and lease agreement.

4. *Provide copies of all maps, building plans, floor plans and/or drawings for each Property indentified in response to question 2., above. Your response to this question should include, but not e limited to, providing plumbing and drainage system plans for all*

structures on each Property.

No maps, building plans, floor plans and/or drawings of the Property are available.

For both current (if still in operation) and past operations during the period of time that the Company was at a Property, please identify and provide a description of

- 4a. *all surface structures and features (e.g. buildings, above-ground-storage tanks, paved, unpaved areas and parking lots, and dates when paved areas were paved);*

The Property is a 1.6 acre parcel of land which is occupied by a 20,000 +/- square foot, single-story, masonry industrial building. The building has approximately 5,000-feet of office space along the east (Frank Road) side of the building. The rest of the building is open warehouse space with a concrete floor. The remaining exterior portion of the Property, consists of a loading dock and parking areas on the north side and west (rear) side of the building. The south side of the building has some landscaped areas. Additionally, there is a large concrete pad. The front (east) side of the building is landscaped with shrubbery and grass.

- 4b. *all past and present plumbing systems, above and below-ground discharge piping, sumps, storm water drainage systems, sanitary sewer systems, septic tanks, dry wells, subsurface disposal fields, and underground storage tanks; and*

The Property has been visually inspected and the subject of a geophysical survey using ground penetrating radar for the presence of drainage structures, discharge pipes, underground storage tanks and sanitary sewer systems. Sanitary wastes from the subject building are currently discharged to the municipal sewer system. It should be noted that the Property had previously discharged waste to an on-site septic system. However, the on-site septic system has been closed and the Property was connected to the Nassau County Municipal Sewer System. (See Phase I ESA and Phase II, Exhibits 1 and 2 respectively).

- 4c. *all currently existing and previously existing chemical and industrial hazardous substance storage, transfer, spill and disposal areas.*

The building was completely empty at the time of the Phase I ESA and Phase II Investigation. No drums or containers of toxic or hazardous materials, operations that would generate toxic or hazardous wastes, industrial (non-sanitary) waste water discharges, pits, ponds, lagoons, or other indications of the storage or disposal of toxic or hazardous materials or wastes were observed within the subject buildings or on exterior portions of the Property during the environment assessment and investigation, nor are any currently existing. There is no storage or use of any chemical or industrial or hazardous substances.

5. *For each Property identified in question 2., above, at which your Company conducted operations, describe in detail the manufacturing processes and/or other operations that*

your Company conducted at the Property, and identify the years during which your Company conducted operations there. If those operations were not constant throughout your Company's operations, describe the nature of all changes in operations, and state the year of each change. If detailed information about your Company's operations is not available, provide, at a minimum, a general description of the nature of your Company's business at the Property, the years of operation, the type of work your Company conducted, and the number of employees for all the operations.

Frank Suppa Landscaping Corp uses the Property for storage of vehicles and equipment for its landscaping business. Also, a portion of the Property is used for an office. There are no manufacturing processes and/or other operations being conducted on the Property.

6 *With respect to industrial waste at a Property:*

- a. *List all industrial wastes that were used, stored, generated, handled or received by your Company at the Property. Your response to this question should include, but not be limited to, use, storage, generation and/or handling of trichloroethylene ("TCE"), tetrachloroethylene ("PCE"), 1, 1, 1, -trichloroethane ("1,1,1,-TCA") and other chlorinated or non-chlorinated solvents. Be as specific as possible in identifying each chemical and provide, among other things, the chemical name, brand name and chemical content;*
- b. *State when each industrial waste identified in your response to question 6a., above, was used, stored, handled or received, and state the volume of each industrial waste used, stored, generated and/or handled on an annual basis; and*
- c. *Describe the activity in which each industrial waste identified in your response to question 6a., above, was used, stored, handled or received.*

6a-c.

To the best of our knowledge, there are no industrial wastes used, stored, generated, handled or received by Frank Suppa Landscaping Corp. or 100 Frank Road LLC and 100 Frank Road Land LLC or New Cassel Building Products at the Property.

7. *Describe in detail how and where the industrial wastes identified in response to question 6., above, were disposed. For each disposal location and method, state the nature and quantity of the material disposed of on an annual basis. For those time periods when a precise quantity is not available, provide an estimate.*

Not applicable, as no industrial waste was disposed.

8. *Describe in detail any knowledge your Company has about intentional or unintentional disposal of industrial wastes at each Property identified in response to question 2., above, including, but not limited to, TCE, PCE and/or other chlorinated or non-chlorinated solvents or wastes containing such solvents, at any time currently or in the past. Your response should include instances in which industrial wastes were spilled or otherwise disposed onto or into the floors or the ground from septic systems, pipes, drains, drums, tanks, or by any other means. Provide copies of all documents relevant to*

your response.

Not applicable as to the present owner and operators at the Property. No knowledge of any industrial waste spilled or otherwise disposed onto or into the floors or the ground from septic systems, pipes, drains, drums, tanks, or by any other means at the Property.

9. *Identify all leaks, spills, or releases of any kind of any industrial wastes (including, but not limited to, TCE and PCE or other chlorinated or non-chlorinated solvents or wastes containing such solvents) into the environment that have occurred, or may have occurred, at or from the Property, including any leaks or releases from drums and other containers. Provide copies of all documents relevant to your response.*

Not applicable as to the present owner and operators at the Property. No knowledge of any leaks, spills, or releases of any kind occurred during our period of ownership or occupancy.

10. *Explain whether any repairs or construction were implemented to address any leaks, spills, releases or threats of releases of any kind, the nature of the work and the dates of any such work. Provide copies of all analyses, characterizations, environmental assessments or studies or any report or other description of any investigations, removal actions, remedial activities, or any other work conducted by your Company or by any other party on your Company's behalf relating to industrial wastes released at or from any Property and/or the Site. If any copies of the records requested in this question are available electronically, kindly submit your answers to this question on a disk.*

No repairs or construction for such purpose during our ownership or occupancy. No knowledge of any such repairs or construction for leaks, spills, releases, or threats of releases of any kind occurred.

11. *Provide copies of all insurance policies held and indemnification agreements entered into by the Company which may potentially indemnify the Company against any liability which it may be found to have under CERCLA for releases and threatened releases of hazardous substances at and from the Property. In response to this request, please provide not only those insurance policies and agreements which currently are in effect, but also those that were in effect during any portion of the time the Company conducted operations at, or held a property interest. Your response should also identify the specific Property related to each policy and/or agreement.*

No such insurance policies were entered into by the 100 Frank Road LLC and 100 Frank Road Land LLC or Frank Suppa Landscaping Corp.

12. *State the names, telephone numbers and present or last known addresses of all individuals whom you have reason to believe may have knowledge, information or documents regarding the use, storage, generation, disposal of or handling of industrial wastes at the Site, the transportation of such materials to the Site, or the identity of any companies whose material was treated or disposed of at the Site.*

No knowledge of any person or contact whom we have reason to believe may have knowledge, information, or documents regarding the use, storage, generation, disposal of or handling of industrial wastes at the Property.

13. *If you have information or documents which may help EPA identify other companies that conducted operations, owned property, or were responsible for the handling, use, storage, treatment, or disposal of industrial wastes that potentially contributed to chlorinated solvent contamination of the Site, please provide that information and those documents, and identify the source(s) of your information.*

The identified uses within the building prior to its purchase by 100 Frank Road LLC and 100 Frank Road Land LLC consisted of screw manufacturing (G & M Screw Products) and plastic extruding (JoLee Products). The names of the companies are the only information in our possession.

14. *Please state the name, title and address of each individual who assisted or was consulted in the preparation of your response to this Request for Information. In addition, state whether each such person has personal knowledge of the answers provided.*

Michael S. Pernesiglio - 173 School Street Westbury, New York 11590, law clerk

Michael E. White - 173 School Street Westbury, New York 11590, attorney,
environmental

Mitch Diamond - 244 Mineola Boulevard Mineola, NY 1150, attorney, real estate

None of the above individuals have personal knowledge of the answers provided.

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of New York

County of Nassau:

I certify under penalty of law that I have personally examined an am familiar with the information submitted in this document (response to EPA Request for Information regarding the New Cassel/Hicksville Sit) and all documents submitted herewith, and that I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my response thereto should become known or available to me.

Frank Suppa
NAME (print or type)

MANAGING member
TITLE (print or type)

[Signature]
SIGNATURE

Sworn to before me this
28 day of October, 2013

[Signature]
Notary Public

Justine R. Mackey
Notary Public, State of New York
No. 01MA6076401
Qualified in Nassau County
My Commission Expires June 24, 2014

**PHASE I ENVIRONMENTAL
SITE ASSESSMENT**



**100 FRANK ROAD
HICKSVILLE, NEW YORK 11801**

Project No. ESA-11294

Prepared for:

**FRANK SUPPA
&
FRANK SUPPA LANDSCAPING CORPORATION**

NOVEMBER 2011

Prepared by:

EEA Inc.

*55 Hilton Avenue, Garden City, New York 11510
Environmental Consultants To Industry And Government Since 1979
www.eeaconsultants.com*

100 FRANK ROAD
HICKSVILLE, NEW YORK
PHASE I ENVIRONMENTAL SITE ASSESSMENT

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**100 FRANK ROAD
HICKSVILLE, NEW YORK**

PHASE I ENVIRONMENTAL SITE ASSESSMENT

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**100 FRANK ROAD
HICKSVILLE, NEW YORK
PHASE I ENVIRONMENTAL SITE ASSESSMENT**

I. INTRODUCTION

EEA Inc. has undertaken a Phase I Environmental Site Assessment (ESA) of the *project site* described as 100 Frank Road, located in Hicksville, Town of Oyster Bay, Nassau County New York. This Phase I ESA has been performed in compliance with the scope and limitations of ASTM Practice E 1527-05. The purpose for this Phase I ESA report is to provide Frank Suppa, as the User of this report under the ASTM Practice, with Phase I ESA findings, conclusions, and professional opinions to support his financial business practices. Any exceptions to, or deletions from, this practice are described in Sections VI through VIII of this report.

This Phase I ESA report was completed by EEA Project Manager, Mr. Richard Fasciani. The findings of this Phase I ESA are based on the following: visual inspection of the *project site*, visual survey of adjacent/contiguous and nearby properties, and review of available historical property and environmental regulatory agency records.

A detailed description of the Phase I ESA findings is presented in Section II. EEA's conclusions and professional opinions, based on the findings of this Phase I ESA, are presented in Section III. EEA's Environmental Professional Statement and Signatures are provided in Section IV. EEA's Scope of Work is outlined in Section V. Qualification Statements are provided in Section VI. Disclaimer Statements are presented in Section VII. Any exceptions to, or deletions from, this practice are described in Sections V through VII of this report.

Figures are attached as Appendix A. Photographs are attached as Appendix B. Regulatory Agency Database Information from Toxic Targeting, Inc. is attached as Appendix C. A copy of the completed Phase I ESA User Questionnaire is attached as Appendix D.

II. EXECUTIVE SUMMARY

The *project site* at 100 Frank Road is located on the west side of Frank Road, approximately 200 feet south of the intersection of Frank Road and Duffy Avenue, in Hicksville, Town of Oyster Bay, Nassau County, New York.

The *project site* is a 1.6 acre parcel of land which is occupied by a 20,000+/- square foot, single-story, masonry industrial building that was vacant at the time of EEA's site inspection. The building has approximately 5,000-feet of office space along the east (Frank Road) side of the building. The rest of the building is open warehouse space with a cement floor.

The remaining exterior portions of the project site, consists of a loading dock and parking areas on the north side and west (rear) side of the building. The south side of the building has some landscaped areas. Additionally, there is a large cement base where it was evident that two large silos were once located. The front (east) side of the building is landscaped with shrubbery and grass.

EEA's analysis of historical information regarding the *project site* indicates that the subject building was constructed circa 1954. The identified uses within the building consisted of screw manufacturing (G & M Screw Products) and plastic extruding (JoLee Products). It should be noted that Jolee Products had been at this location since at least 1987 and had vacated the building approximately 1 year ago.

Machining types of businesses and plastic extruding companies typically involve the storage and use of significant quantities of hazardous materials and would be expected to generate significant quantities of hazardous wastes. Prior to 1954, the project site was likely undeveloped.

The project site currently discharges to the municipal sewer system; however, from the time the building was constructed until sometime in the 1980s, the project site discharged to an on-site septic system.

Exterior drains were noted on the exterior portion of the project site. These are likely to discharge to on-site soils.

Two aboveground 275-gallon fuel oil storage tanks were observed at the *project site*. These were located on the north side of the project site and were surrounded by chain link fencing.

In addition, a fuel oil tank vent line and fuel oil tank feed tubes were also observed in the same vicinity as the two aboveground tanks. The feed tubes appear to go through the brick façade and into the building where they are evident inside the building.

Evidence of two monitoring/observation wells were observed on the south side of the *project site*. These appear to be very old and were missing covers.

The building was completely empty. No drums or containers of toxic or hazardous materials, operations that would generate toxic or hazardous wastes, industrial (non-sanitary) wastewater discharges, pits, ponds, lagoons, or other indications of the storage or disposal of toxic or hazardous materials or wastes were observed within the subject buildings or on exterior portions of the *project site* at the time of EEA's site visit. However, stressed vegetation was observed on the southwestern corner of the project site.

Finally, the project site is located in an area that has been industrialized since the 1950s. Numerous nearby and surrounding properties have been identified on federal and state regulatory agency lists as being known or suspected hazardous waste sites or facilities that have resulted in soil and groundwater contamination. Additionally, the project site falls within the New Cassel/Hicksville Groundwater Contamination Site which is under evaluation for inclusion to the National Priorities List (NPL) of Superfund Sites. EPA is currently reviewing site data and formulating a strategy for further site investigation and potential further actions in the event that the Site is listed on the NPL. The NYSDEC continues to monitor and maintain all clean-up activities in place.

Based on the evaluation of readily available information obtained during this Phase I ESA, according to the scope and limitations as defined in the Phase I ESA, and EEA's professional judgment, *Recognized Environmental Conditions* (RECs) were identified that could be attributed to past and present occupants or uses associated with the *project site*, as well as potential off-site impacts and therefore, further investigations are recommended.

III. REPORT OF FINDINGS

The *project site* was inspected on October 20, 2011 by EEA Inc. Project Manager, Richard Fasciani. Mr. Frank Suppa, the purchaser of the project site was present to allow access onto the subject property.

Additionally, it should be noted that at the request of Mr. Frank Suppa, Mr. Jim Meglino, the present owner of the project site was interviewed by telephone (on November 9, 2011) for information with regard to the project site as well as with regard to a Phase II proposal letter that had been developed prior to the completion of our Phase I ESA Report. This Phase II proposal letter had been requested by Mr. Frank Suppa. Mr. Meglino, did supply EEA with verbal information pertaining to Recognized Environmental Conditions described within our Phase II proposal letter. During this phone conversation and in a follow-up email, EEA requested from Mr. Meglino that any and all supporting documentation regarding these Recognized Environmental Conditions be forwarded to our offices for discussion and inclusion within our Phase I ESA report. It should be noted that as of the issuance of our Phase I ESA report, no documentation from Mr. Meglino had been received.

The findings of EEA's Phase I ESA, including our regulatory agency checks, are presented in the following sections.

A. Property Description

i. Location and Legal Description

The *project site* at 100 Frank Road, is located on the west side of Frank Road, approximately 200 feet south of the intersection of Frank Road and Duffy Avenue, in Hicksville, Town of Oyster Bay, Nassau County, New York (see **Appendix A: Figure 1**). The Nassau County Tax Map number for the site is Section 11, Block H, Lot 434.

ii. Site Description and Current Use

The *project site* is a 1.6 acre parcel of land which is occupied by a 20,000+/- square foot, single-story, masonry industrial building that was vacant at the time of EEA's site inspection. The building has approximately 5,000-feet of office space along the east (Frank Road) side of the building. The rest of the building is open warehouse space with a cement floor. In the vicinity of the southwestern corner of the building was a large cement pool that was built into the floor of the building. This was likely part of the former plasticizing processes that was utilized by JoLee Plastics, the former occupant of the building.

The remaining exterior portions of the project site, consists of a loading dock and parking areas on the north side and west (rear) side of the building. The south side of the building has some landscaped areas. Additionally, there is a large cement base where it was evident that two large silos were once located. The front (east) side of the building is landscaped with shrubbery and grass.

Heat appears to have been supplied by ceiling mounted oil fired hot air blowers.

B. User Provided Information

ASTM E 1527-05 defines the "User" as: "the party seeking to use practice E 1527-05 to complete an environmental site assessment of the property." The performance standards required for all appropriate inquiries (AAI) include inquiries by an Environmental Professional, and additional inquiries by persons (User) seeking to establish one of the CERCLA liability protections. Under § 312.22, additional inquiries by persons seeking to establish one of the CERCLA liability protections, if not otherwise provided to the Environmental Professional, includes in substance: an evaluation of environmental cleanup liens against the *project site*; consideration of specialized knowledge or experience of the person seeking to claim liability protection; evaluation of the relationship of the purchase price to fair market value of the *project site*, if the property was not contaminated; or other commonly known or reasonably ascertainable information about the property.

Based upon the above, a user questionnaire was sent to Mr. Frank Suppa, the user of this report for characterizing relative environmental risks for commercial purposes, as part of a client's regulatory requirements for conducting All Appropriate Inquiry (AAI) to support any one of the three legal defenses against CERCLA liability, or other stated purposes (see **Appendix D**). The following pertinent information is documented within this Questionnaire:

- Mr. Suppa stated that the purpose of this Phase I ESA is to satisfy the due diligence requirements for purchase of the project site. Additionally, Mr. Suppa stated that the purchase price of the property is of fair market value.
- Mr. Suppa stated that he is unaware of any environmental cleanup liens against the subject property that are filed or recorded under federal, tribal, state or local law. In addition, Mr. Suppa is unaware of any Activities and Use Limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the subject property and/or have been filed or recorded in a registry under federal, tribal, state or local law.
- Mr. Suppa stated that the project site had been occupied by a company that performed plastic extruding. Mr. Suppa stated he has no knowledge with regard to environmental cleanups that have taken place on the project site. Mr. Suppa stated that based on his knowledge and experience related to the *project site*; there are no obvious indicators that point to the presence or likely presence of contamination at the *project site*.

C. Previous Environmental Reports

No previous environmental reports for the *project site* were provided to EEA for review.

D. Site History

Primary sources for the history of Hicksville, Town of Oyster Bay sites include Sanborn historical fire insurance/real estate atlases, as well as the available records of the Nassau County Tax Assessor's Office. In addition, interviews are conducted, whenever possible, with individuals knowledgeable of the history of the site, such as owners, occupants, superintendent's, building managers, etc.

i. Historical Atlases

One available Sanborn fire insurance/real estate atlas (i.e., 1968) was reviewed for the *project site* (see **Appendix A: Figure 3**). Historical Sanborn fire insurance atlases are important sources of historical information that may indicate property uses, and the presence of commercial/industrial activities on the *project site*. It should be noted that this was the only available atlas for this area of Hicksville.

The building on the project site is depicted on this atlas as being occupied by the G & M Screw Products Company, manufacturers of metal screws.

The property to the north at 299 Duffy Avenue is depicted as being occupied by the Meehan Oil Company. To the south at 200 Frank Road is a building that is depicted as being occupied by D.M.O. Inc., manufacturers of magnetic devices. The property across Frank Road (to the east) appears to be part of a lot occupied by a contractor's warehouse. The property to the west is occupied by a large building that was depicted as being occupied by Allan Jervis Marine, manufacturers of marine equipment.

ii. Interviews

Mr. Jim Meglino, the present owner of the project site supplied EEA with information with regard to the following Recognized Environmental Conditions:

Underground Fuel Oil Tank – Mr. Meglino stated that the underground storage tank had been removed at the time the loading dock was constructed in the 1980s. This was done prior to his purchasing the project site.

Former On-site Septic System – Mr. Meglino stated that he remembers that the septic system was closed and a new sewer line had to be installed down Frank Road. He stated that the old septic system was in the front of the building. He also mentioned that representatives from the county were present during the connection process. Mr. Meglino

did state that he was going to look for documentation regarding the septic system closure and have it sent to EEA.

Stressed Vegetation – Mr. Meglino stated that as a result of the on-site plastic extruding process, hot water was created and that it would be sometimes discharged to the exterior portion of the building where the stressed vegetation was noted by EEA.

Potential Monitoring Wells – Mr. Meglino stated that the suspected holes on the south side of the building were monitoring wells that had been installed as a result of the operations at the adjacent building to the south. Mr. Meglino stated that tetrachlorethene had been spilled on the north side of this adjacent building and as a result, monitoring wells had been installed.

iii. Nassau County Tax Assessor

According to information from the Nassau County Tax Assessor, the subject building was constructed in 1954 as a 20,000 square foot 1-story commercial building. The historical property card for the site does not show assessments for any buildings at the site prior to 1952

iv. Town of Oyster Bay Buildings Department

The Town of Oyster Bay (TOB) Building Department had limited information with regard to the project site. The following information was obtained from the TOB Building Department files:

- According to Certificate of Occupancy No. 53-5033, dated January 4, 1954, the subject building at that time was utilizing fuel oil for heat. Additionally, it indicated that there was an on-site septic system in the front of the building. The distance of this septic system from the foundation is depicted as 5-feet.
- According to Certificate of Occupancy No. 11989, dated May 23, 1988 two storage silos were installed, each being 12 feet in diameter for the storage of high density polyethylene.

Finally, there was a letter in the file depicting a special use permit for Meehan Oil Co, Inc. However, this letter does not depict any information that it is associated with the project site. Given that Meehan was an occupant of the property to the north of the project site, and that there was no other information found during the course of this investigation indicating that Meehan was a tenant within the subject building/subject property, it is likely that this letter was inadvertently missed-filed.

v. Aerial Photographs

When resolution is clear enough, aerial photographs can provide insight into former property uses of the property in question. EEA reviewed historical aerial photographs, depicting this area of Hicksville, for the years 1947, 1974, 1985 and 1998.

Based upon our review, the subject building is decipherable on the 1974, 1985 and 1998 aerials reviewed. It should be noted that the 1947 atlas depicts the property to be open farmland.

vi. Summary of History of Use

EEA's analysis of historical information regarding the *project site* indicates that the subject building was constructed circa 1954. The identified uses within the building consisted of screw manufacturing (G & M Screw Products) and plastic extruding (JoLee Products). It should be noted that Jolee Products had been at this location since at least 1987 and had vacated the building approximately 1 year ago.

Machining types of businesses and plastic extruding companies typically involve the storage and use of significant quantities of hazardous materials and would be expected to generate significant quantities of hazardous wastes. Prior to 1954, the project site was likely undeveloped.

E. Site Characteristics

i. Hydrogeology and Site Topography

a. Hydrogeology

Long Island is comprised of a wedge-shaped mass of unconsolidated sand, gravel, silt, and clay, underlain by consolidated bedrock located in the Atlantic Coastal Plain physiographic province of the United States. The thickness of these unconsolidated glacial and deltaic deposits ranges from a few hundred feet in the northwestern sections of Nassau County to over 2,000 feet along Suffolk's south shore barrier beaches.

These unconsolidated deposits constitute the groundwater reservoir. Essentially, three aquifers underlie the region: The Upper Glacial, Magothy, and Lloyd Aquifers. The Upper Glacial extends from the surface to depths of up to 400 feet. This aquifer is used widely for water supply in areas of central and eastern Suffolk County. Nassau County obtains the majority of its water supply from the Magothy Aquifer at depths of 600 to 1,200 feet. The Upper Glacial Aquifer, in Nassau County, is generally of degraded quality due to past sanitary and industrial waste disposal practices. The Lloyd Aquifer lies below the Magothy Aquifer and rests on the consolidated bedrock. Depths from land surface range from 200 feet, along the north shore, to over 1,800 feet along the south shore. The Lloyd Aquifer principally supplies water to the south

shore barrier beach communities, where the Magothy Aquifer has become contaminated by salt water intrusion.

Site specific hydrogeology can only be determined through a specific program of drilling and core sampling to confirm groundwater depth, direction, and composition of soils. No such drilling program was undertaken as part of this Phase I ESA. However, it should be noted that information within the Toxic Targeting Regulatory Agency Database Report obtained for this Phase I ESA, contains information that indicates that groundwater within the vicinity of the project site was noted at 50 to 60 feet below grade surface and that groundwater flow is generally in north to south direction.

b. Site Topography

The *project site* is mapped on the Hicksville, New York topographic map (photo revised 1979) (see **Appendix A: Figure 1**). The general elevation for the area where the *project site* is located is depicted as approximately 100 feet above mean sea-level.

ii. Site Drainage

The *project site* was visually checked for the presence of drainage structures, which may provide routes for hazardous substance or petroleum product migration to surface soils or sewer systems.

Sanitary wastes from the subject building are currently discharged to the municipal sewer system. It should be noted that the project site had previously discharged waste to an on-site septic system. As stated previously, according to Mr. Meglino, the property owner, he stated that the on-site septic system was closed and the property was connected to the Nassau County Municipal Sewer System during the time he occupied the subject building.

Interior Floor Drainage Structures - No open great floor drains were observed within the building.

Exterior Drainage Structures - Parking lot drains were observed on the exterior portions of the property. Three were located within the rear portion of the project site. One was located on the north side of the building, in the vicinity of the electrical transformer. The last drain was observed within the loading dock bay on the north side of the property. These drains are likely to discharge to on-site soils.

iii. Flood Plain Information

The *project site* lies in Zone X, an area of minimal flooding, on the Federal Emergency Management Act (FEMA) Flood Insurance Rate Maps. The *project site* is not in a flood plain.

iv. Sensitive Receptors

Sensitive receptors (i.e., wetlands, surface waters, drinking water well fields, groundwater recharge basins) are identified for the immediate vicinity of the *project site*. In the event of an incident involving the spill of a hazardous substance or petroleum product at the *project site*, more costly remedial actions may be required when sensitive receptors are present.

No surface waters, wetlands, recharge basins, or drinking water well fields were observed on the *project site*.

v. Water Supply

Water is supplied to the *project site* through municipal sources. No on-site water supply wells were observed on the *project site* at the time of EEA's site visit.

vi. Monitoring/Observation Wells

Evidence of two monitoring/observation wells were observed on the south side of the *project site*. These appear to be very old and were missing covers.

F. Toxic or Hazardous Substances and Wastes

The building was completely empty. No drums or containers of toxic or hazardous materials, operations that would generate toxic or hazardous wastes, industrial (non-sanitary) wastewater discharges, pits, ponds, lagoons, or other indications of the storage or disposal of toxic or hazardous materials or wastes were observed within the subject buildings or on exterior portions of the *project site* at the time of EEA's site visit.

However, as stated previously, stressed vegetation was observed on the southwestern corner of the project site. Mr. Meglino stated that as a result of the on-site plastic extruding process, hot water was created and that it would discharge to the exterior portion of the building where the stressed vegetation was noted by EEA.

G. Storage Tanks

Two aboveground 275-gallon fuel oil storage tanks were observed at the *project site*. These were located on the north side of the project site and were surrounded by chain link fencing.

In addition, a fuel oil tank vent line and fuel oil tank feed tubes were also observed in the same vicinity as the two aboveground tanks. The feed tubes appear to go through the brick façade and into the building where they are evident inside the building.

According to Mr. Meglino, to the best of his knowledge, the tank associated with the vent line was originally located in the area where the loading dock is on the north side of the building. Mr. Meglino stated that the underground storage tank had been removed at the time the loading dock was constructed in the 1980s. This was done prior to his purchasing the project site.

No other tanks or evidence of underground or aboveground tanks were observed.

H. PCB-Containing Electrical Equipment

Prior to 1979, PCBs were widely used in electrical equipment such as transformers, capacitors, switches, and voltage regulators for their cooling properties. The manufacture, processing, commercial distribution, and use (except in a "totally enclosed manner") of PCBs was banned in 1979, under the Toxic Substances Control Act (40 CFR Part 761). PCB spills are subject to strict reporting, clean-up and disposal requirements, due to the toxicity of the substance, and their threat to human health and the environment.

No electrical transformers or other electrical equipment suspected of containing PCBs were observed on the *project site* during EEA's site visit.

I. Non-Scope Services Discussion

i. Suspected Asbestos-Containing Materials

As part of this Phase I ESA, EEA performed a limited visual survey within accessible areas of the *project site* to identify the presence of suspected asbestos-containing insulation materials. Accessible areas included those areas of the subject building made available by the site contact on the date of EEA's site visit (i.e., unlocked areas which are deemed safe and which building occupants have allowed access into).

This limited visual survey was conducted for overview purposes only. It is not to be used as a complete asbestos inspection. No sampling or laboratory analysis of suspected asbestos-containing materials (SACM) identified within the subject building for confirmation of the presence of asbestos, or destructive activities into inaccessible areas (e.g., behind plaster or sheetrock walls, ceilings, pipe chases, etc.) were performed during this Phase I ESA.

No friable thermal system insulation (e.g., pipe insulation, boiler insulation) was noted during EEA's site inspection. However, 1' by 1' ceiling tiles were noted in the office area and roofing materials were noted.

If confirmation of the presence or absence of asbestos content in the materials mentioned above (as well as other material) is required, or should demolition or renovation activities affecting these material be planned, a full asbestos inspection with sampling and laboratory analysis should be undertaken.

ii. Lead-Based Paint

Consumer sale of lead-based paint (containing over .06 percent metallic lead) was banned by the United States Consumer Products Safety Commission in 1977. Given the age of the building, it is possible that it contains lead-based paint in underlying layers. Painted surfaces in the office area of the building were observed to be in fair condition. However, some peeling and chipping paint was observed in the warehouse area.

iii. Mold

Molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided. Molds reproduce by means of tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air.

Molds are usually not a problem indoors, unless mold spores land on a wet or damp spot and begin growing. Molds have the potential to cause health problems. Mold produces allergens (substances that can cause allergic reactions), irritants, and in some cases, potentially toxic substances (mycotoxins). Inhaling or touching mold or mold spores may cause allergic reactions in sensitive individuals.

No visual evidence of large and/or obvious areas of mold spore growth was noted on the *project site* at the time of EEA's site visit.

iv. Radon

Radon, a naturally occurring radioactive gas, is the product of the decay of radium. It is found most frequently in relatively high concentrations in rock formations containing uranium, granite, shale, phosphate, and pitchblende. Radon may also be found in soils contaminated with industrial waste from uranium and phosphate mining. Radon as a gas can move through the soil and water, and into the atmosphere, and is a potential health concern if confined in sufficiently high concentrations in indoor environments. The U.S. Environmental Protection Agency (USEPA) has set an "action level" of 4.0 picocuries per liter for continuous long term exposure to radon gas. If radon gas is measured above this level, USEPA suggests follow-up testing and remediation measures.

According to data compiled by the Bureau of Radiation Protection, New York State Department of Health, Nassau County has one of the lowest average levels of basement radon measurements in New York State. Based on the low average levels for Nassau County, it is unlikely that radon gas levels on the *project site* exceed the USEPA action level of 4.0 picocuries per liter, and therefore radon testing is typically not recommended.

J. Adjacent/Contiguous and Nearby Properties

EEA's site inspection included a visual reconnaissance of properties located adjacent/contiguous to, and in the immediate vicinity of the *project site*. These noted properties were viewed from public right-of-ways along Frank and Duffy Avenue as well as along the perimeter boundary of the *project site*. Although there were no significant barriers preventing EEA from determining the general uses of these properties, EEA did not enter any of these properties for a detailed inspection of site conditions for legal reasons (i.e., trespassing).

To the north of the project site is an office building. To the south is a multi-tenant building, formerly occupied by Bowe Systems and Machinery, importers, assemblers, testers and distributors of commercial dry-cleaning equipment. Due to a spill of dry cleaning fluid into an on-site leaching pool in 1999 soil and groundwater contamination occurred. As a result, the site was listed as an Inactive Hazardous Waste Disposal Site. To the west is an industrial building and to the east is a vacant plot of land.

Properties identified within available regulatory agency database search radii are listed in the next subsections of this report (refer to **Sections III.K. and III.L.**).

K. Federal Regulatory Records and Databases

EEA obtained and evaluated the readily available and most recent environmental regulatory agency database records provided by Toxics Targeting, Inc. of Ithaca, New York (see **Appendix C** for a copy of this database report). This report was designed to assist parties seeking to meet the search requirements of the ASTM Standard Practice for Environmental Site Assessments (E 1527-05).

EEA's review of available and most recent federal agency database records for the *project site*, adjacent/contiguous properties, and surrounding neighborhood was completed according to the requirements set forth in ASTM E 1527-05, Section 8. The search distances reviewed for this assessment generally meet or exceed the minimum search distances according to the requirements set forth in ASTM E 1527-05, Section 8.2.1. Any deviations from the minimum search distances are addressed in the individual database discussions presented below.

i. NPL Sites

The United States Environmental Protection Agency (USEPA) National Priorities List (NPL) identifies confirmed hazardous waste sites that are ranked for clean-up under the federal Superfund program. This program was authorized by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA" or "Superfund"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA") and Small Business Liability Relief and Brownfields Revitalization Act of 2002 ("Brownfields Amendments").

The *project site* was not identified within this database. No USEPA NPL sites were identified within an approximate one-mile radius of the *project site*.

ii. CERCLIS

The USEPA CERCLA Information System (CERCLIS), which is a comprehensive database and management system that inventories and tracks sites addressed or needing to be addressed by the Superfund program. Sites that USEPA decides do not warrant further evaluation are given a "No Further Remedial Action Planned (NFRAP)" designation by USEPA, which means that no further action under CERCLA is presently anticipated for that site. A "NFRAP" designation does not necessarily indicate that there is no hazard associated with the site only that, based on available information, USEPA does not plan further investigation at this time.

The *project site* was not identified within this database. There are six USEPA CERCLIS sites identified within an approximate 1/2-mile radius of the *project site*. Five of these sites are located north or upgradient from the project site. All are located over 1,000-feet from the project site.

iii. RCRA Corrective Action Activity

The RCRA Corrective Action Activity (CORRACTS) database lists hazardous waste facilities with RCRA corrective action activity reported by the USEPA.

The subject property was not identified within this database. Two (2) RCRA CORRACTS sites were identified within an approximate one-mile radius of the subject property: Magnusonic Devices Inc., 290 Duffy Avenue, Hicksville, New York (RCRA Facility ID NYD005923560) and General Semiconductor Inc., 600 West John Street, Hicksville, New York (RCRA Facility ID NYD002045466). These sites, which are located approximately 701 feet north/north east and 2,370 feet north/northwest of the subject property, are listed as hazardous waste treatment, storage, and/or disposal facilities (RCRA TSDF) and large quantity hazardous waste generators.

iv. RCRA Treatment/Storage/Disposal Facilities

The RCRA Treatment/Storage/Disposal Facilities (TSDF) database includes facilities that treat, store, and/or dispose of hazardous wastes, or have engaged in these activities in the past. TSDF operators, as with hazardous waste transporters and generators, are regulated under the Resource Conservation and Recovery Act (RCRA).

The *project site* was not identified within this database. Two (2) RCRA TSDF sites were identified within an approximate one-mile radius of the subject property: Magnusonic Devices Inc., 290 Duffy Avenue, Hicksville, New York (RCRA Facility ID NYD005923560) and General Semiconductor Inc., 600 West John Street, Hicksville, New York (RCRA Facility ID NYD002045466). These sites, which are located approximately 701 feet north/north east and 2,370 feet north/northwest of the subject property.

v. RCRA Hazardous Waste Generators and Transporters

RCRA Hazardous Waste Generators and Transporters are regulated by the federal government under the Resource Conservation and Recovery Act (RCRA). RCRA facilities are permitted by the USEPA, RCRA Division, to generate hazardous waste as part of business operations and dispose of the waste legally. These facilities generally abide by USEPA regulations for storage, handling and disposal of hazardous materials. RCRA Hazardous Waste Generator and Transporter sites are not permitted to store any hazardous wastes at any time for more than 90 days, reducing the potential risk of a spill. A review of the Hazardous Waste Generator and Transporter listings is useful to assess the kinds of hazardous materials/wastes that are handled, stored, and/or transported in the vicinity of the *project site*, as well as on the *project site*. With the exception of those identified on, or adjacent/contiguous to the *project site*, the presence of hazardous waste generators or transporters in the immediate vicinity does not necessarily imply risk of contamination to the *project site*.

The *project site* is not listed on this database. However, the following adjacent properties are listed:

- VIM Construction – 299 Duffy Avenue; Facility Identification Number: NYD986980084. The database lists that 165 gallons and 165 pounds of hazardous waste was disposed of in 1992.
- Bowe Systems – 200 Frank Road, Facility Identification Number: NYD 986972297. This database depicts that in 1991, 50 pounds, 2755-gallons and 600 pounds of hazardous wastes were disposed.
- Bunzl Distribution Midatlantic LLC – 300 Duffy Avenue, Facility Identification Number: NYR00172932. This database depicts that this site is a conditionally exempt small quantity generator. No hazardous waste activity has been report to NYS.

It should be noted that there are 26 other RCRA Hazardous Waste Generators and Transporters listed within an approximate 1/2-mile radius of the project site.

vi. Civil and Administrative Enforcement Docket

USEPA's Civil and Administrative Enforcement Docket is a database that tracks civil judiciary cases filed on behalf of USEPA by the U.S. Department of Justice.

The *project site* and adjacent/contiguous properties were not identified within this database.

vii. Emergency Response Notification System

USEPA's Emergency Response Notification System (ERNS) database contains information from federal agencies on CERCLA hazardous substance releases or spills in quantities greater than the reportable quantity.

The *project site* was not identified within this database.

L. New York State Regulatory Records and Databases

EEA obtained and evaluated the readily available and most recent environmental regulatory agency database records provided by Toxics Targeting, Inc. of Ithaca, New York (see **Appendix C** for a copy of this database report). This report was designed to assist parties seeking to meet the search requirements of the ASTM Standard Practice for Environmental Site Assessments (E 1527-05).

EEA's review of available and most recent State of New York Regulatory database records for the *project site*, adjacent/contiguous properties, and surrounding neighborhood was completed according to the requirements set forth in ASTM E 1527-05, Section 8. The search distances reviewed for this assessment generally meet or exceed the minimum search distances according to the requirements set forth in ASTM E 1527-05, Section 8.2.1. Any deviations from the minimum search distances are addressed in the individual database discussions presented below.

i. Inactive Hazardous Waste Disposal Sites

New York State Department of Environmental Conservation's (NYSDEC) Inactive Hazardous Waste Disposal Site Registry contains information concerning potentially hazardous waste sites in New York State. The list of NYSDEC Inactive Hazardous Waste Disposal Sites contains summary information pertaining to those facilities that are deemed hazardous and requiring response actions regulated by the NYSDEC under the State's Superfund Program.

Twenty-three (23) NYSDEC Inactive Hazardous Waste Disposal Sites were identified within an approximate one-mile radius of the subject property. The project site is not listed on this database. The following adjacent site and nearby upgradient sites are listed as follows:

- Bowe Systems and Machinery, 200 Frank Road, Hicksville, New York (NYSDEC Facility ID 130048). This site, which is located immediately, south of the subject property, has been assigned the following classification code description by NYSDEC: delisted site - hazardous waste not found. However, this site is one of 421 Inactive Hazardous Waste Disposal sites that reportedly are being reinvestigated for chlorinated solvents that may pose soil gas vapor intrusion hazards. Prior to 2003, many of these sites were determined to be cleaned up or not to pose hazards. Additionally, it should be noted that a soil vapor intrusion evaluation was initiated in September 2006 with subsequent activities in March 2007. The vapor investigation was completed in December 2007. The investigation did not identify any unacceptable indoor air contamination, but did find levels of chlorinated solvents in sub-slab soil vapor, which triggered a recommendation for action to protect indoor air quality.
- Magnusonics Devices, 290 Duffy Avenue, Hicksville, New York (NYSDEC Facility ID 130031). This site, which is located approximately 712 feet north/northeast 3,450 feet, west/southwest of the subject property, has been assigned the following classification code description by NYSDEC: significant threat to the public health or environment - action required. Lead, chromium, nickel, zinc and copper contamination in soil was confirmed. Contaminated soils were excavated and removed from the property. Upon completion of the remedy, the responsible party performed the required two years of post-remedial groundwater monitoring between 2/11/2002 and 2/27/2004 in conformance with the ROD. The post-remedial groundwater monitoring showed contamination dropped below or slightly above the clean-up guidance level for all contaminants of concern.
- AGO Associates, 449 West John Street, Hicksville, New York (NYSDEC Facility ID 130029). This site, which is located approximately 1,327 feet west of the subject property, has been assigned the following classification code description by NYSDEC: delisted site - hazardous waste not found. Due to its regulatory status, distance, and location to the subject property with regard to presumed groundwater flow in this area of Hicksville, this site would not have the potential to impact soils underlying the subject property.

- METCO Associates, 325 Duffy Avenue, Hicksville, New York (NYSDEC Facility ID 130179). This site, which is located approximately 598-feet west of the subject property, has been assigned the following classification code description by NYSDEC: delisted site - hazardous waste not found. Based upon the Site Characterization data, the primary contaminants of concern at the site include Metals and Chlorinated VOCs. Chromium and PAHs above SCOs were found in shallow soils; Chromium was also found in deeper soils. Chromium in soils ranged from 11 mg/kg to 337 mg/kg, above the SGC of 10mg/kg. 111-TCA, chromium, nickel, sodium, selenium, copper, lead and iron were found in groundwater above standards at the site. In groundwater, TCA was detected at 9.6 ug/l, above the SCG of 5 ug/l; chromium was detected at 2190 ug/l, above the SCG of 50 ug/l; and nickel was detected at 451 ug/l, above the SCG of 100 ug/l. Soil Vapor sampling detected TCA up to 5205 ug/m³; TCE up to 1461 ug/m³; and PCE up to 876 ug/m³. The majority of the contamination appears to be located on the southern side, or rear of the building, with additional elevated results in the recharge basin also located on the south side of the site.

Volatile organic compounds in the groundwater may move into the soil vapor (air space within the soil), which in turn may move into overlaying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Based on previous soil vapor sampling, the potential for soil vapor intrusion to affect the indoor air quality of the on-site building exists. The NYSDOH has insufficient information to determine whether soil vapor intrusion is a concern for off-site buildings.

It should be noted that there are 19 more NYSDEC Inactive Hazardous Waste Disposal Sites listed within a one-mile radius of the project site.

ii. Hazardous Substance Waste Disposal Sites

NYSDEC maintains a database of waste disposal sites that may pose threats to public health or the environment, but cannot be remediated using monies from the Hazards Waste Remediation Fund.

The *project site* was not identified within this database. One Hazardous Substance Waste Disposal site is identified within an approximate 1/2-mile radius of the *project site*.

This site is the AGO Associates site, located 1,332 feet to the north of the project site and is listed under Facility Identification Number 130029. The database indicates the following:

- AGO associates purchased the property in 1963, a previously existing sand pit, which occupied 2/3's of the parcel was used for land filling C&D debris. In 1973' the Nassau County DOH began inspecting the landfill on a monthly basis. During an October 1974 inspection approximately one hundred 55-gallon drums of solvents, lacquers, and thinners were discovered at the site. By December 1974 all drums were disposed of properly. The operations ceased in January 1979. A final topsoil was applied and the property was graded as noted in the final weekly site inspections conducted by the NCDOH. In 1987 NYSDEC conducted a sampling program where low levels of pesticides, organics, and VOC's were observed. No further action was taken.

iii. Brownfields Sites

New York State (NYS) Brownfields database is a listing of sites that are abandoned, idled or under-used industrial and commercial sites in New York State, where expansion or redevelopment is complicated by real or perceived environmental contamination.

New York State (NYS) Brownfields database is a listing of sites that are abandoned, idled or under-used industrial and commercial sites in New York State, where expansion or redevelopment is complicated by real or perceived environmental contamination.

The subject property was not identified within this database. One (1) NYS Brownfields site was identified within an approximate 1/2-mile radius of the subject property: 230 Duffy Avenue, Hicksville, New York (NYS Brownfields Facility ID C130141). This site occupies approximately 6.7 acres of land. From 1951 to 1993, the site was used for the manufacture of electron tubes. Processes included machining, heat treating, chemical cleaning, metal and glass working, cathode coating, and metal plating. The following investigations/actions were performed to date: dry wells clean out and closure (1997); Phase I ESA (1997); underground storage tank closure investigation (1997); site assessment (1998); and Phase I ESA (2000). The primary contaminants of concern at this site include volatile organic compounds (VOCs) and metals in the soil and groundwater. This site, which is documented under the Brownfield Cleanup Program, is located approximately 2,472 feet northeast of the subject property.

iv. Solid Waste Facilities

A check was made of the NYSDEC database of solid waste facilities, including, but not limited to, landfills, incinerators, transfer stations, recycling centers.

The subject property was not identified within this database. Four (4) NYSDEC Solid Waste Facility sites were identified within an approximate 1/2-mile radius of the subject property. The closest facility is as follows: AGO Landfill - Demolition (NYSDEC Facility ID 30S12). This site, which is located approximately 1,330 feet north of the subject property, is listed as a construction and demolition debris landfill with unknown waste types.

v. Spill Logs

The NYSDEC spill logs database for Region 2 lists reported spills of toxic or hazardous materials, including petroleum products, for this area of Hicksville. Spill incidents listed as "active" indicate that the spill incident is either still undergoing remediation, or awaiting completion of paperwork for closure. Spill incidents listed as "closed" indicate the NYSDEC required no additional remedial measures at the time of spill closure. Spill incidents listed as tank test failures indicate the possibility of oil or gasoline seepage to surrounding soils and groundwater. Other spill incidents (i.e., accidents, equipment failures, dumping) may only affect surface soils.

No spills were depicted on the project site. However, the following spills were identified on the adjacent property at 200 Frank Road. The following is a brief discussion of these incidents:

- Spill No. 9206298 dated August 31, 1992 is listed due to holes discovered in a 1,500-gallon fuel oil tank that was removed. The NYSDEC notes indicate that the NCDOH representatives saw no sign of contamination. The spill was closed on September 2, 1992.
- Spill No. 9311123 dated December 14, 1993 is listed as the result of a tank overflow during delivery of fuel oil. One gallon of fuel oil is depicted as being spilled. The spill was closed on February 28, 1997.
- Spill No. 9012192 dated October 1, 1990 is listed as the result of testing equipment having a problem. Problem was identified in a 1990 Phase I Environmental Report. Dry cleaning fluids were leaking into floor drain and cesspools. Soil is to be removed and four monitoring wells installed. The spill was closed on February 26, 1991.

One hundred and nine (109) additional NYSDEC spill incidents were identified within an approximate 1/2-mile radius of the subject property, of which 107 have been officially "closed" by NYSDEC. The remaining two (2) spill incidents are still listed as "active" within the NYSDEC Spill Log database. None of these "active" spill incidents occurred at properties located within an approximate 1/4-mile radius of the subject property.

vi. Major Oil Storage Facilities

A check was made of the NYSDEC Major Oil Storage Facilities (MOSF) database, which lists all facilities (onshore facilities or vessels) with petroleum storage capacities of 400,000 gallons or greater.

The *project site* was not identified within this database. The adjacent property at 299 Duffy Avenue occupied by Meenan Oil Company is listed as being a NYSDEC MOSF site. The information depicted indicates that an 840,000-gallon tank was closed in place. No other information was listed for this site. Given the lack of information about this MOSF listing and the fact that there was no other mention of a tank this large at this site and that no tanks of this

size were identified on historical aerial photos or in any other database, it is unclear as to whether this size tank was located at this adjacent property or at another facility owned by Meenan Oil Company.

Additionally, 299 Duffy Avenue is also depicted as a Wastewater Discharge Facility. The database indicates that Meenan Oil Company at 299 Duffy Avenue was issued a Wastewater Discharge permit which expired in 1997. This site was depicted as a Petroleum Bulk Station and Terminal.

vii. Petroleum Bulk Storage Facilities

NYSDEC, Nassau County Department of Health (NCDOH), and Nassau County Fire Marshal's Office (NCFM) maintain registration records for facilities that have a combined storage capacity in excess of eleven hundred (1,100) gallons and less than four hundred thousand (400,000) gallons of petroleum products. These tanks are documented within the NYSDEC Petroleum Bulk Storage (PBS) database.

The subject property and adjacent properties were not listed in this database. Two (2) nearby properties located upgradient of the subject property with regard to presumed groundwater flow in this area of Hicksville were identified within this database. The following is a brief description of these sites:

- Oyster Bay Sand and Gravel, 292 Duffy Avenue, Hicksville, New York (NCFM Facility ID GS9300115). One (1) underground 12,000 gallon diesel fuel tank, reportedly installed circa 1987, is listed as "in-service" within this database. No "active" spill incidents were identified at this site, which is located 440 feet north/northeast of the project site, within NYSDEC Spill Log databases reviewed.
- Island Waste Services, 344 Duffy Avenue, Hicksville, New York (NCDOH Facility ID 055729). This site is listed as having various tanks ranging from 240-gallons to 550-gallons. These tanks are depicted as storing waste oil, motor oil, hydraulic oils, glycol, lubrication oil, etc. No "active" spill incidents were identified at this site, which is located approximately 663 feet west/northwest of the subject property, within NYSDEC Spill Log databases reviewed.

viii. Chemical Bulk Storage Facilities

A check was made of the NYSDEC Chemical Bulk Storage (CBS) database. Chemical bulk storage facilities store regulated hazardous substances in aboveground tanks with capacities of one hundred eighty-five (185) gallons or greater, and/or in underground tanks of any size.

The subject property and adjacent properties were not identified within this database. No Chemical Bulk Storage Facilities are listed within an approximate ¼-mile radius of the project site.

M. Data Gaps

According to ASTM E 1527-05, a *Data Gap* is defined as an inability to obtain information during the Phase I ESA process, as required under this standard, despite a good faith effort by the Environmental Professional to obtain this information. As required under the ASTM standard, Section 12.7, the Environmental Profession must include in the ESA report a discussion identifying significant Data Gaps which prevent the Environmental Professional from identifying recognized environmental conditions associated with the *project site*.

If Data Gaps identified during the all appropriate inquiry prevent the Environmental Professional's ability to render an opinion as to whether recognized environmental concerns associated with the *project site*, then such Data Gaps are considered significant, according to the ASTM E 1527-05, Section 12.7. The Environmental Professional must identify significant Data Gaps in the Phase I ESA, identify the sources consulted to address the Data Gap, and comment on the significance of the Data Gap in affecting the opinion as to whether recognized environmental conditions are associated with the *project site*. The Environmental Professional may then provide recommendations to the user of the Phase I ESA for further actions which may be necessary to address these significant Data Gaps.

However, a Data Gap itself is not inherently significant. If the Environmental Professional is able to render an opinion as to whether or not recognized environmental conditions are associated with the *project site*, based on the professional's experience and other information collected during an all appropriate inquiry even where Data Gaps exist, then such Data Gaps are not considered significant and do not need to be discussed in the Phase I ESA.

EEA has performed this Phase I Environmental Site Assessment of the subject property in compliance with the scope and limitations of ASTM Practice E 1527-05, as an all appropriate inquiry under the Final Rule. The findings of this Phase I ESA are based on: an inspection of the subject property and adjacent properties; interviews with knowledgeable parties (i.e., property owners); and other records relating to earlier property ownership; review of available historical records; and a review of available environmental regulatory agency records. No significant data-gaps were identified.

IV. PROFESSIONAL OPINIONS

Based on the evaluation of readily available information obtained during this Phase I ESA, according to the scope and limitations as defined in the Phase I ESA, and EEA's professional judgment, no *Recognized Environmental Conditions* (RECs) were identified that could be attributed to past and present occupants or uses associated with the *project site*, with the following exceptions:

- The potential for contamination from past spills or leaks from the former underground fuel oil storage tank at the site that was reportedly removed when the loading dock was constructed.
- The potential for contamination from any past spills or leaks into on-site exterior drains.
- The potential for contamination from past discharge of hazardous materials to former on-site septic systems.
- The potential for contamination in the area where stressed vegetation and stained soils were observed.
- The potential for Vapor Intrusion Condition within the building as a result of numerous nearby and surrounding properties that have been identified on federal and state regulatory agency lists as being known or suspected hazardous waste sites or facilities, that have resulted in soil and groundwater contamination. This includes adjacent and nearby former Inactive Hazardous Waste Sites.
- The New Cassel/Hicksville Ground Water Contamination Site is in the neighboring area and primarily involves tetrachloroethyle and (PCE) and trichloroethylene (TCE) contamination. This site was proposed to the national Priorities List (NPL) on March 8, 2011. Therefore, there is a potential that groundwater underlying the project site has been impacted.

V. CONCLUSIONS AND RECOMMENDATIONS

We have performed a *Phase I Environmental Site Assessment* in conformance with the scope and limitations of ASTM Practice E 1527-05 of the *project site at 100 Frank Road, Hicksville, New York*. Any exceptions to, or deletions from, this practice are described in Section VI and Section VIII of this *report*. This assessment has revealed evidence of *Recognized Environmental Conditions* (RECs) in connection with the *project site* and therefore, further studies or investigations are necessary. This additional work which addresses the above RECs as depicted in the previous Section (Section IV.) is outlined in our proposal that was submitted under separate cover dated November 4, 2011.

The following non-ASTM 1527-05 scope considerations not included within our Phase II proposal are as follows:

- **Lead-based Paints** - Painted surfaces within the warehouse portion of the building is likely to contain lead. This material should be properly removed and/or encapsulated under the specific guidelines required by Federal, State and City regulations and accepted industry standards for this type of work
- **Suspected Asbestos Containing Materials** - It is recommended that if confirmation of the presence or absence of asbestos content in the materials identified (i.e., roofing materials/flashings, ceiling tiles and associated mastic) is required, or should demolition or renovation activities affecting these material be planned, a full asbestos inspection with sampling and laboratory analysis should be undertaken.

ENVIRONMENTAL PROFESSIONAL STATEMENT AND SIGNATURES

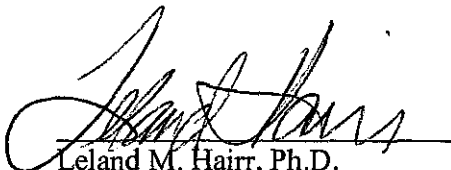
We declare that, to the best of our professional knowledge and belief, we meet the definition of *Environmental Professional* as defined in §312 of 40 CFR 312. We have the specific qualifications based on education, training and experience to assess a *property* of the nature, history, and setting of the *project site*. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

SENIOR ENVIRONMENTAL ASSESSOR:



Richard Fasciani
Senior Environmental Professional
Phase I ESA Division Manager

REVIEWER:



Leland M. Hairr, Ph.D.
President



PHASE II
SUBSURFACE INVESTIGATION
REPORT

**INDUSTRIAL PROPERTY
100 FRANK ROAD,
HICKSVILLE, NEW YORK**

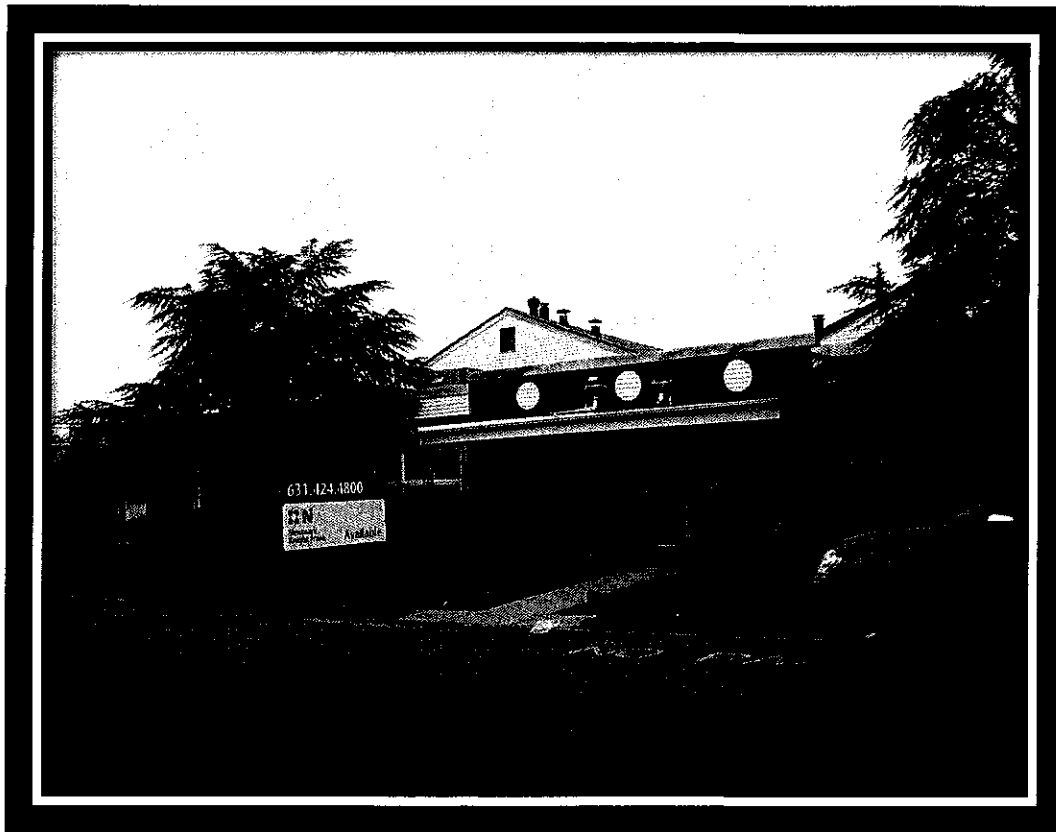
PREPARED FOR:

**FRANK SUPPA LANDSCAPING CORP.
530 UNION AVENUE
WESTBURY, NEW YORK**

PREPARED BY:

**LAUREL ENVIRONMENTAL ASSOCIATES, LTD.
53 WEST HILLS ROAD, SUITE 1
HUNTINGTON STATION, NEW YORK**

**DECEMBER 14, 2011
LEA PROJECT # 11-361**



100 Frank Road, Hicksville, New York

**LAUREL ENVIRONMENTAL ASSOCIATES, LTD.
ENVIRONMENTAL CERTIFICATION**

LEA Project No.: 11-361

Report: Phase II Subsurface Investigation Report

Report Date: December 14, 2011


Field Work Date: November 30, 2011

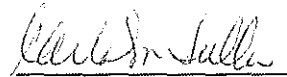
Site: 100 Frank Road, Hicksville, New York
Located on the west side of Frank Road; South of Duffy Avenue

Weather Conditions: 50-55° F, Varying cloud cover

Client: Frank Suppa Landscaping Corp.

Report Prepared By:


Thomas H. Johansen
Geologist


Carla M. Sullivan, QA/QC
Senior Geologist, VP

ENVIRONMENTAL PROFESSIONAL CERTIFICATION

I declare that, to the best of my professional knowledge and belief, we meet the definition of *Environmental Professional* as defined in § 312.10 of 40 Code of Federal Regulations (CFR) 312.

The Environmental Professional who directed this project has the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

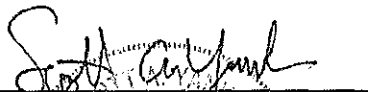
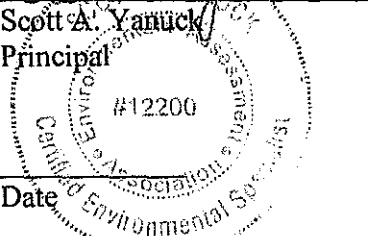

Scott A. Yanuck
Principal

Date

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REPORT SPECIFICATIONS

This report contains (24) pages of text.

Copies and circulation of this report are as follows:

- (3) Two bound copies and one electronic copy to Frank Suppa Landscaping Corp.
- (1) One Copy in the confidential client file at *Laurel Environmental Associates, Ltd. (LEA)*

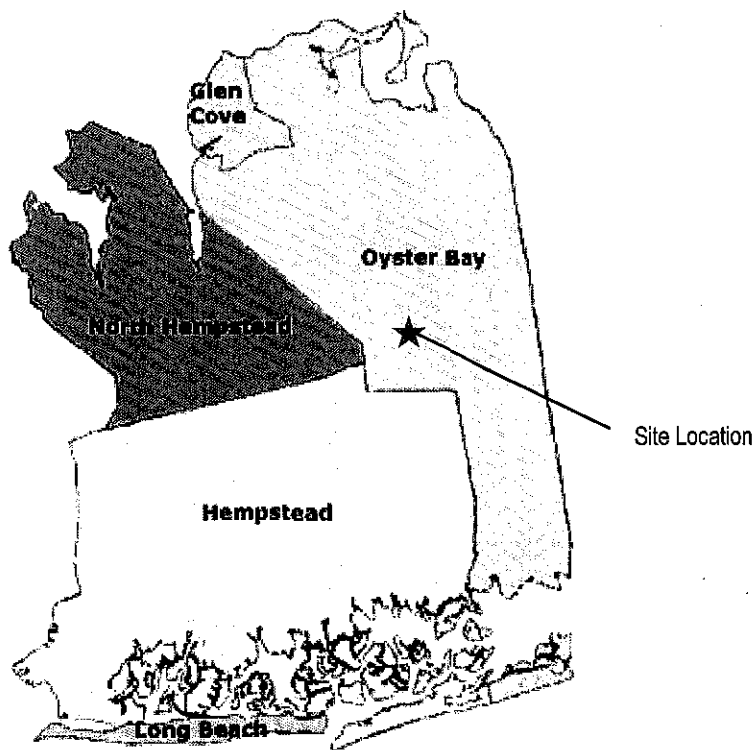
This report is prepared for the exclusive use of the principal noted above and is considered private and confidential. This report may not be relied upon by any other party or for any other purpose. *LEA* shall not release this report or any of the findings of this report to any person or agency except with the authorization of the named principals.

1.0 INTRODUCTION

Laurel Environmental Associates, Ltd. (LEA) was retained by Frank Suppa Landscaping Corp. to conduct a Phase II Subsurface Investigation of the industrial property located at 100 Frank Court, Hicksville, New York (please see Figure 1.0, Site Location). The purpose of this investigation was to determine the presence, or lack thereof of any underground storage tanks (USTs), location of former sanitary system(s), and check the level of contamination within the on-site soils, groundwater, and air.

Site Ownership:	Frank Suppa Landscaping Corp.
Nassau County Tax Number:	Section: 100
	Block: H
	Lots: 434

Zoning:	Industrial
Physical Location:	Latitude 40° 45' 37.75" North
	Longitude 73° 32' 38.32" West



1.1 SITE HISTORY

A Phase I Environmental Site Assessment was produced by EEA Inc., of Garden City, New York in November, 2011. The report was reviewed by **LEA** geologist, Thomas H. Johansen and the pertinent findings are as follows:

1. The subject site is a 1.6 acre parcel which is occupied by a recently vacated 20,000 square foot, single story, masonry industrial building. The subject building maintains 5,000 square feet of office space located on the east side of the building with the remaining space utilized as a warehouse.
2. The subject building was constructed circa 1954; former tenants include a screw manufacturing facility (G&M Screw Productions) and a plastic extruding company (JoLee Products). JoLee Products occupied the site since 1987 and vacated the property in 2010.
3. The offices are heated by natural gas, while the warehouse is heated by oil. Two aboveground storage tanks (ASTs) were observed on the north side of the subject property. A vent pipe is located adjacent to these ASTs and most likely leads to an UST.
4. The exact location of the former sanitary system is unknown; the property is currently connected to the municipal sewer system. There are five storm-water drainage structures located throughout the property. These drains receive storm water runoff and discharge directly into on-site soils from the surrounding pavement.
5. There is an Inactive Hazardous Waste Disposal (IHWD) site located to the south of the subject property. There is a National Priority List (NPL) site, Cassel/Hicksville Groundwater Contamination Site, in the neighboring area with confirmed contamination of PCE and TCE. Based upon location of these facilities relative to the subject property they may present a recognized environmental condition at the subject property.
6. Two suspect holes located on the south side of the property appear to be old monitoring well covers.
7. PVC piping protrudes from the southern exterior wall originating from a cooling water tank located inside the building. Soils in this area appear to have been stained and vegetation appears to be impacted (stressed).

1.2 LEA'S SITE RECONNAISSANCE

Carla M. Sullivan, a **LEA** Geologist and Site Inspector, conducted a walkthrough of the subject building and grounds in October 2011. Based on observations, additional study was warranted on an interior floor drain located in one of the offices used as a discharge point for air conditioning condensate.

1.3 SAMPLING PLAN

A sampling and analysis program was developed to address the identified and potential recognized environmental conditions commonly associated with the previously referenced historical usage:

Conduct a thorough Geophysical Survey using Ground Penetrating Radar (GPR), of the property to determine the presence of the underground storage tank associated with the vent pipe located on the north side of the building, additionally investigate the former sanitary system(s)-believed to be located on the east side of the property. Conduct groundwater sampling from two down-gradient locations at the subject property. Utilizing hand augers collect soil samples from the base of each on-site Underground Injection Control (UIC) structure. Lastly, conduct a thorough soil vapor intrusion study to determine the status of on-site soil vapors and indoor air quality. Soils should be field screened and submitted for laboratory analysis using Methods 8260 and 8270 STARS for volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs), respectively, and 8 RCRA heavy metals. Submit groundwater samples for analysis using Method 8260. Using Method TO15 for volatile organic compounds, submit all air samples to a designated laboratory.

All sample volumes will be placed into appropriate laboratory supplied containers, stored on ice, and delivered via laboratory courier to York Analytical Laboratories, Inc., of Stratford, Connecticut for laboratory analysis.

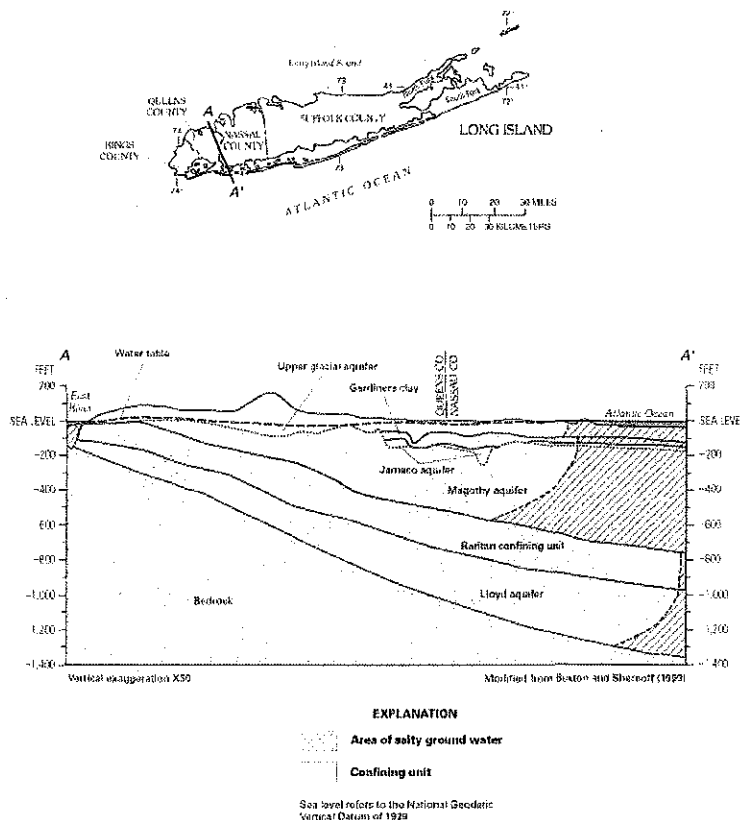
The following tasks were completed by *LEA* at the subject property:

1. Conducted a thorough Geophysical Survey of the property using GPR to determine the location of any subsurface anomalies of environmental concern.
2. Utilized a model 6610DT Geoprobe® to conduct continuous soil borings around any GPR indicated anomaly to a depth of at least ten feet below grade.
3. Utilized a hand auger to collect samples from the base of each on-site drywell.
4. Utilized a model 6610DT Geoprobe® to conduct discrete groundwater sampling from two down-gradient locations.
5. Utilized a Hilti® drill bit to core through the concrete slab of the building to run 6-Liter Summa canisters in order to collect sub-slab samples for analysis as well as indoor and outdoor air.
6. Field screened all soil samples using a Photo Ionization Detector (PID) equipped with a 10.6 eV lamp, visual, and olfactory methods.
7. Submitted selected samples, based on field screening, to York Analytical Laboratories, Inc. for laboratory analysis.
8. Reviewed results and produced a report of findings with any recommendations clearly outlined.

All sampling equipment not considered disposable was decontaminated using Alconox®, a laboratory grade detergent, and rinsed with water before and after each use to ensure that cross-contamination of samples was eliminated.

2.0 SITE HYDROGEOLOGY

Nassau County, New York is located in the Atlantic Coastal Plain physiographic province that is characterized by low hills of unconsolidated sands, gravel and silt. According to Franke (1972), regionally, the near-surface sediments consist of the Upper Glacial deposits that are characterized by southward sloping deposits of sand, gravel and silt. The Upper Glacial deposits have a maximum thickness of 600 feet. They are underlain by the Magothy, Raritan and Lloyd Formations. The Gardiners Clay and the Jameco gravel separate the Upper Glacial deposits and the Magothy Formation along the southwest portion of Long Island. Due to less superficial contamination and higher well yields, the Magothy aquifer is the main supply for drinking and industrial water. Consequently, the USEPA has identified it as a Sole Source Aquifer. The subject site is in the Upper Glacial aquifer. Pump test data suggests hydraulic conductivity between the Magothy and Upper Glacial aquifers. However, discontinuous clay lenses may prevent this interaction in some areas.



According to groundwater contour maps provided by the NCDH and the NYSDEC, Topographic Quadrangles provided by the USGS, and previous work performed by *LEA* in the area, the subject property has an elevation of 124 feet above mean sea level. Regional groundwater was encountered at approximately 55 feet below grade at the subject property.

3.0 GEOPHYSICAL SURVEY

On November 30, 2011, *LEA* staff conducted a Geophysical Survey in a systematic grid-like pattern throughout the subject property to determine the potential presence of any USTs, former UIC structures, and any other anomalies of concern.

A GSSI model SIR-3000 with a 400 MHz antenna Ground Penetrating Radar (GPR) system was used for the survey and consisted of a control unit, control cable and a transducer. The GPR control unit transmits a trigger pulse at a normal repetition rate of 50 KHz. The pulse is then sent to the transmitter electronics in the transducer (antenna) via the control cable where the trigger pulses are transformed into bipolar pulses with higher amplitudes. The transformed pulse will vary in shape and frequency according to the transducer used. The GSSI system is capable of transmitting electromagnetic energy into the subsurface of the earth in the frequency range of 16 MHz to 2000 MHz. In the subsurface, reflections of the pulse occur at boundaries where there is a dielectric contrast (void, steel, soil type). The reflected portion of the signal travels back to the antenna and the control unit and is subsequently shown on the display of the computers color video monitor for interpolation. The scan was completed from zero to 10 feet below grade over searched areas.

A qualified technician specified a coordinate system on the planimetric surface to locate any subsurface dielectric anomalies on the premises. The operator used known knowledge of the subsurface soil composition to calibrate the SIR-3000 system to site-specific conditions. Factor settings such as range, gain, number of gain points, and scans per unit, are modified to yield the most accurate data to describe the subsurface conditions.

Upon finding a dielectric anomaly a more specific coordinate system was designed over the area to determine its size, shape and orientation. The data collected during the survey was reviewed by the operator and compared against past experience, technical judgment and prior site knowledge to classify the anomalies.

A thorough investigation was conducted throughout the property. An anomaly indicative of an UST was detected in the loading dock approximately 10 feet north of the aforementioned vent pipe. Additionally, an anomaly indicative of a former sanitary system was located in the lawn off the east side of the subject building, south of the walkway entrance, and adjacent to the septic vent. Soil borings were select based upon the derived GPR depicted data. Please see Figure 2.0 for Sample Locations.

4.0 SOIL SAMPLING AND ANALYSIS

On November 30, 2011, **LEA** staff conducted soil borings at six exterior locations and one interior location near three areas of concern: UST Investigation, Former Sanitary System, and Chemical Storage. Using a model 6610DT Geoprobe®, continuous soil borings were advanced from zero to at least ten feet below grade, at boring locations designated SB-1 through SB-6, save SB-7 which was a surface sample collected from the inside of the warehouse. Please refer to Figure 2.0 Sample Locations for soil boring locations.

Generally, the on-site soils appeared to be light brown to dark brown rocky sands. All soil cores were field screened using a Photoionization Detector (PID), visual, and olfactory methods. All soils resemble parent sands indicative of the area. Please see Appendix F for a detailed description of the Soil Boring Logs.

UST Investigation:

According to the GPR imagery, the said UST is located along the southern boundary of the loading dock, and adjacent to DW-1, also located within the loading dock. While investigating DW-1, **LEA** observed an overflow pipe leading to the said UST. A boring was conducted through the anomaly confirming the presence of an assumed to be 550-gallon steel UST, resting vertically. Size and shape were based upon visual inspection of the tank after a piece of concrete was removed from the surface. Moreover, **LEA** traced the associated vent pipe to its terminus, confirming the pipe was cut approximately 5 feet off the north side of the building. The UST was most likely removed from its original horizontal resting place (within the loading dock), cleaned, and placed vertically to act as an overflow pool for DW-1. This is supported by evidence of plastic multi-colored pieces in both DW-1 and the UST (now the acting overflow pool).

A soil boring was conducted through the base of the UST (SB-2), and two additional borings were placed on either side of the UST (SB-1 and SB-3). Soils appeared to be light to dark brown in color, with mostly well graded rocky sands. The sample collected from SB-2 was submitted for laboratory analysis.

Former Sanitary System:

Two sanitary vents are located at the subject property: one on the northeast corner of the building and one on the east side of the building (south of the concrete walkway leading to the front door). Based upon data derived from *LEA's* Geophysical Survey, the northeastern vent pipe is active and ties into the municipal sewer system. The vent pipe on the east side of the property is inactive and was once the acting vent for the on-site sanitary system. Furthermore, an anomaly indicative of a cesspool was located in proximity to the said vent pipe. A boring was placed in the center of this anomaly and advanced to a depth of fifteen feet below grade. At the five to ten foot interval a definitive sludge layer was encountered, confirming the belief that this is the location of the primary cesspool. Moreover, while investigating DW-2, (located just outside the grassy area on the east side of the property) a septic odor was present indicating that this was possibly an overflow pool and is now acting as a drywell.

Chemical Storage:

According to EEA's Phase I Environmental Assessment, the south side of the property was utilized for bulk chemical storage. Two vats were stored on-site resting on an eight inch thick concrete pad, and pumped out on an as needed basis. EEA observed stressed vegetation in this area. During *LEA's* Phase II investigation, the vegetation appeared to be recently trimmed and in a dormant stage. Two soil borings were advanced to a depth of 15 feet below grade in this area. Based upon field screening SB-5 was selected for laboratory analysis.

Moreover, inside the subject building on the southwest corner of the warehouse, a holding trench was utilized to separate and filter liquids prior to dispensing them into the exterior holding vats. A soil boring was conducted at the base of this trench designated SB-7. Field screening of this sample indicates no visual or olfactory signs of contamination.

Based upon field screening, soil samples were submitted for laboratory analysis from the following borings: SB-2, SB-4, and SB-5. Sample volumes were placed into appropriate laboratory supplied containers, stored on ice, and delivered via laboratory courier to York Analytical Laboratories, Inc. Based upon field screening samples were analyzed using either USEPA Method 8260 for volatile organic compounds (VOCs), 8270 PAHs for semi-volatile organic compounds, and/or 8 RCRA Metals.

A synopsis of the laboratory results is as follows:

- Slightly elevated levels of several VOCs were detected in SB-4 and SB-5 but at concentrations below their respective NYSDEC Part 375-6.8(a) Unrestricted Soil Cleanup Objectives (SCOs).
- Slightly elevated levels of SVOCs were detected in SB-5 but at concentrations below NYSDEC Part 375-6.8(a) Unrestricted Soil Cleanup Objectives (SCOs).
- Elevated levels of Chromium were detected in SB-4 and SB-5, at levels above the NYSDEC SCO of 10 ppm.

5.0 DRYWELL AND FLOOR DRAIN SAMPLING AND ANALYSIS

On November 30, 2011, *LEA* staff investigated the on-site drywells and interior floor drain. In total, six drywells are located on-site: two on the north side, one on the east side, and three on the west side. The interior floor drain is located in the central office on the east side of the building and was utilized as a discharge point for air condition condensate. Its original purpose is unknown. Field screening indicates varying levels of black slightly impacted silty sands to clean light brown rocky sands. Please refer to Figure 2.0, Site Sketch for drywell locations.

Structure	Depth to Bottom	Liquid Depth	Description
DW-1	11' 2"	6' 3"	Black silty sands, slight sheen, boggy odor
DW-2	4' 2"	4' 2"	Brown rocky sands, slight septic odor
DW-3A	7' 5"	Dry	Black to brown rocky sands, boggy odor
DW-3B	9'	Dry	Dark brown gravelly sands
DW-3C	10' 8"	Dry	Brown gravelly sands
DW-4	9' 3"	Dry	Brownish red rocky sands
FD-1	3' 1"	Dry	Brown, rust color, silty sands

Sample volumes were placed into appropriate laboratory supplied containers, stored on ice and delivered via laboratory courier to York Analytical Laboratories, Inc. for laboratory analysis using USEPA UIC Parameters for VOCs, SVOCs, and Heavy Metals.

Laboratory analysis of the samples showed the following:

- Slightly elevated levels of several VOCs were detected in all the samples but at concentrations below their respective NYSDEC Part 375-6.8(a) Unrestricted Soil Cleanup Objectives (SCOs).
- Elevated levels of the SVOCs, Benzo(b)fluoranthene and Benzo(k)fluoranthene were detected in DW-1 at concentrations above the NYSDEC Part 375-6.8(a) Unrestricted Soil Cleanup Objectives (SCOs) of 1,000 and 800 ppb respectively.
- Elevated levels of the Heavy Metals Cadmium, Chromium, and Lead were detected in DW-1, all above their respective NYSDEC SCOs.
- Elevated levels of the Heavy Metals Chromium, Lead, and Selenium were detected in FD-1, all above their respective NYSDEC SCOs.

Please refer to Table I, II, and III, on the following pages, for tabulated data. Laboratory results can be found in Appendix B, while the Part 375-6.8(a) Soil Cleanup Objectives are included in Appendix C.

TABLE I
Tabulated VOC Analytical Results

Location	SB-2	SB-4	SB-5	DW-1	DW-2	DW-3	FD-1	Unrestricted	Residential	Restricted Residential	Commercial
	6'-15'	5'-10'	0-5'	11'-12'	4'-5'	NA	3'-4'	Use SCO	Use SCO	Use SCO	Use SCO
benzene	<0.72	<0.77	<0.74	3.1	<0.88	<0.89	<1.1	12,000	100,000	100,000	500,000
nzene	<0.79	<0.84	2.7	8.6	4	2.5	<1.2	1,000	30,000	41,000	390,000
ylbenzene	<0.81	<0.94	<0.91	<1.2	<1.1	2.1	<1.3	NA	NA	NA	NA
ene chloride (a possible lab contaminant)	NA	18	21	33	11	13	28	50	51,000	100,000	500,000
lbenzene	<1.3	<1.4	2.3	4	3.2	<1.6	<1.9	3,900	100,000	100,000	500,000
	NA	<1	<1	<1.4	34	<1.2	<1.4	NA	NA	NA	NA
loroethene	NA	4.5	8.9	8.1	<1.4	<1.4	16	1,300	5,500	19,000	150,000
	<0.52	<0.56	<0.54	3.7	4.8	<0.64	<0.76	700	100,000	100,000	500,000
oethene	NA	<1.4	2.4	2.9	<1.6	<1.6	3.7	470	10,000	21,000	200,000
rimethylbenzene	2.8	2.5	5.4	18	14	<1.5	<1.8	3,600	47,000	52,000	190,000
rimethylbenzene	<0.77	<0.89	1.8	5	5.1	<1	<1.2	8,400	47,000	52,000	190,000
(mixed)	<2.4	2.2	4	11	11	<2.9	<3.5	260	100,000	100,000	500,000

Concentrations are in parts per billion (ppb)

Values not tabulated are below laboratory quantitative levels (BQL)

and Shaded= Concentration above Unrestricted Use Soil Cleanup Objective (SCO)

NA= Not Applicable or Not Analyzed

TABLE II
Tabulated SVOC Analytical Results

Analyte/Location	SB-2	SB-4	SB-5	DW-1	DW-2	DW-3	FD-1	Unrestricted	Residential	Restricted Residential	Commercial
Depth	6'-15'	5'-10'	0-5'	11'-12'	4'-5'	NA	3'-4'	Use SCO	Use SCO	Use SCO	Use SCO
Analyte											
Anthracene	<43.2	<46.2	<44.5	419	<52.5	<53.1	<63.3	100,000	100,000	100,000	500,000
Benzo (a) anthracene	<67.3	<72	134	<562	<82	83.6	<98.8	1,000	1,000	1,000	5,600
Benzo (a) pyrene	<45.4	<48.6	245	686	<55.2	<55.9	<66.6	1,000	1,000	1,000	1,000
Benzo (b) fluoranthene	<66.2	<70.9	342	2,200	<80.6	<81.5	<97.2	1,000	1,000	1,000	5,600
Benzo (k) fluoranthene	<67.4	<72.1	476	1,210	<82	<83	<98.9	800	1,000	3,900	56,000
Chrysene	<70.2	<75.1	150	791	<85.4	92.1	<103	1,000	1,000	3,900	56,000
Fluoranthene	<101	<108	183	1,170	<123	251	<148	100,000	100,000	100,000	500,000
Fluorene	<48.8	<52.2	<50.3	808	<59.4	<60	<71.6	30,000	100,000	100,000	500,000
Phenanthrene	<64.2	<68.7	<66.3	2,780	<78.2	123	<94.3	100,000	100,000	100,000	500,000
Pyrene	<62.4	<66.8	274	1,640	<76	279	<91.7	100,000	100,000	100,000	500,000

All concentrations are in parts per billion (ppb)

Analytes not tabulated are below laboratory quantitative levels (BQL)

Bold and Shaded= Concentration above Unrestricted Use Soil Cleanup Objective (SCO)

NA =Not Applicable or Not Analyzed

TABLE III
Tabulated Metals Analytical Results

Location	SB-2	SB-4	SB-5	DW-1	DW-2	DW-3	FD-1	Unrestricted	Residential	Restricted Residential	Commercial
Depth	6'-15'	5'-10'	0-5'	11'-12'	4'-5'	NA	3'-4'	Use SCO	Use SCO	Use SCO	Use SCO
Analyte											
Arsenic	NA	6.37	2.74	8.21	3.16	3.17	5.44	13	16	16	16
Barium	NA	29.5	26.1	128	18.1	29.6	17.3	350	350	400	400
Cadmium	NA	<0.145	<0.140	3.02	<0.165	1.55	<0.199	2.5	2.5	4.3	9.3
Chromium	NA	12.7	10.1	39.2	6.56	34.9	142	10	36	180	1,500
Lead	NA	48.4	23.3	119	20.8	43.6	2,370	63	400	400	1,000
Selenium	NA	1.72	0.908	2.56	1.95	1.59	8.92	4	36	180	1,500

All concentrations are in parts per million (ppm)

Analytes not tabulated are below laboratory quantitative levels (BQL)

Bold and Shaded= Concentration above Unrestricted Use Soil Cleanup Objective (SCO)

NA =Not Applicable or Not Analyzed

6.0 GROUNDWATER SAMPLING AND ANALYSIS

On November 30, 2011, *LEA* conducted groundwater sampling from two down-gradient locations at the subject site. Please see Figure 2.0, for Sample Locations. Using a model 6610DT Geoprobe®, samples were collected via dedicated tubing from within a discrete stainless steel screen, which was deployed from 55 to 59 feet below grade at locations designated GW-1 and GW-2.

The groundwater samples were immediately transferred into appropriate laboratory supplied containers, placed on ice and delivered via laboratory courier to York Analytical Laboratories, Inc. and analyzed using Method 8260 for VOCs.

Laboratory analysis of the samples showed the following:

- Methylene chloride (a possible lab contaminant) was detected in both GW-1 and GW-2 but below the NYSDEC Groundwater Standards. Otherwise, no VOCs were detected in the samples.

Analytical results can be found in Appendix B and the NYSDEC Ambient Groundwater Standards are included in Appendix D.

TABLE IV
Tabulated VOC Analytical Results

Analyte/Location	GW-1	GW-2	NYSDEC
Gradient	Down	Down	GW Standards
Screened Interval	55'-59'	55'-59'	
VOCs			
Methylene chloride	2.8	2.8	5

All concentrations are in parts per billion (ppb)

Analytes not tabulated are below laboratory quantitative levels (BQL)

Bold and Shaded= Concentration above NYSDEC GW Standards

NA =Not Applicable or Not Analyzed

7.0 SOIL VAPOR INTRUSION INVESTIGATION

The Soil Vapor Intrusion (SVI) Investigation is designed to identify the extent and nature of site-related contamination; specifically, contamination of indoor and soil vapor. The term "vapor intrusion" refers to the process by which volatile chemicals move from a subsurface source into the indoor air of overlying or adjacent buildings. The subsurface source can either be contaminated groundwater or contaminated soil which releases vapors into the pore spaces in the soil.

Vapors can enter a building in two different ways. In rare cases, vapor intrusion is the result of groundwater contamination which enters basements and releases volatile chemicals into the indoor air. In most cases, vapor intrusion is caused by contaminated vapors migrating through the soil directly into basements or foundation slabs. Recent improvements in analytical techniques and the knowledge gained from remedial sites in New York and other states have increased understanding of how vapor intrusion occurs.

Historically, it was thought that vapor intrusion was only an issue where the source of the contaminants was very shallow and the magnitude of the contamination was very great. It is now known that these previous assumptions about the mechanisms that could lead to exposure to vapor intrusion were not complete. The result is that additional work may be required to investigate or remediate sites that are in the operational or monitoring phase, or that have already been closed. Separate ranking systems have been developed to account for the two different sources of contaminated vapors. Because the need to take a different sampling approach is now recognized, when the NYSDEC and/or NYSDOH evaluate a site for vapor intrusion, both sources can now be effectively considered.

Contaminated soil vapor is not the only possible source of volatile chemicals in indoor air. Chemicals are part of everyday life. Volatile chemicals are found in many household and commercial products, such as paints, glues, aerosol sprays, new carpeting or furniture, refrigerants and recently dry-cleaned clothing. Volatile chemicals are also emitted by common commercial and industrial activities. Indoor air may also become affected through the infiltration of outdoor air containing volatile chemicals.

On November 30, 2011, **LEA** conducted a complete soil vapor intrusion study at the subject property. Three sub-slab vapor points, one indoor air, and one outdoor air (placed up-wind), were selected systematically and collected via 6-Liter Summa Canisters with one hour regulators. Please see Appendix B for Laboratory Results.

Laboratory results indicate no PCE, TCE or breakdown products indicative of solvents. Therefore, on-site activities and proximity of off-site IHWD/NPL sites do not present a recognized environmental concern to the subject building or its inhabitants. Laboratory results indicate slightly elevated levels of Gasoline/BTEX compounds; however these are present at low levels and should present no recognized environmental concern to the subject property. Please see Appendix B for Laboratory Results and

8.0 QUALITY ASSURANCE AND QUALITY CONTROL PROCEDURES (QA/QC)

The following sampling QA/QC protocol is in accordance with the United States Environmental Protection Agency's (USEPA) accepted sampling procedures for hazardous waste streams [Municipal Research Laboratory, 1980, Sampling and Analysis Procedures for Hazardous Material Waste Streams, Office of Emergency and Remedial Response, Cincinnati, Ohio. EPA-600/280-018] and American Society of Testing and Material's (ASTM's) Sampling Procedures.

8.1 SAMPLING PERSONNEL

The activities associated with the survey, sampling and analysis plan were performed by or under the auspices of a USEPA Office of Emergency and Remedial Response, Certified Sampler for Hazardous Materials. The sample staff (samplers) possessed a minimum of a B.A. Degree in the Earth, Environmental, or Biological Sciences or a B.S. Degree in Engineering. Samplers had a minimum of one (1) year experience in environmental/geological field work. Additionally, all samplers had received mandatory forty-hour Occupational Safety and Health Administration (OSHA) training on working with potentially hazardous materials and appropriate Hazard Communication Program and "Right-To-Know" training.

8.2 SAMPLING EQUIPMENT

Separate QA/QC measures were implemented for each of the instruments used in the performance of the SAP.

8.2.1 Photo Ionization Detector

Calibration of the Photoionization Detector (PID) was conducted prior to sampling using a span gas of known concentration. The PID was a *RAE Systems MiniRae 2000*, photo ionization detection meter equipped with a 10.6 eV bulb.

8.2.2 Sample Vessels

All sample vessels were "Level A" certified decontaminated containers supplied by a New York State Certified Commercial Laboratory. Samples analyzed for hydrocarbons were placed in containers with Teflon lined caps. All samples were preserved by cooling them to a temperature of approximately four degrees Celsius.

8.3 SAMPLE DOCUMENTATION

A sample represents physical evidence. An essential part of liability reduction is the proper control of gathered evidence. To establish proper control, the following sample identification and chain-of custody

8.3.1 Sample Identification

Sample identification was executed by use of a sample tag, log book and chain-of-custody form. Said documentation provided the following information: 1) the project code; 2) the sample laboratory number; 3) the sample preservation; 4) instrument used for source sample grabs; 5) the composite medium used for source sample grabs; 6) the date the sample was secured from the source media; 7) the time the sample was secured from the source media; and 8) the person who secured the sample from the source media.

8.3.2 Chain-of-Custody Procedures

Due to the evidential nature of samples, possession was traceable from the time the samples were collected until they were received by the testing laboratory. A sample was considered under custody if it: was in a person's possession; it was in a person's view, after being in possession; if it was in a person's possession and they locked it up; or, it was in a designated secure area. When transferring custody, the individuals relinquishing and receiving the samples signed, dated and noted the time on the Chain-of-Custody Form.

8.3.3 Laboratory-Custody Procedures

A designated sample custodian accepted custody of the shipped samples and verified that the information on the sample tags matched that on the Chain-of-Custody Records. Pertinent information as to shipment, pick-up, courier, etc., were entered in the "remarks" section. The custodian entered the sample tag data into a bound logbook. The laboratory custodian used the sample tag number, or assigned a unique laboratory number to each sample tag, and assured that all samples were transferred to the proper analyst or stored in the appropriate source area. The laboratory custodian distributed samples to the appropriate analysts. Laboratory personnel were responsible for the care and custody of samples, from the time they were received, until the sample was exhausted or returned to the sample custodian. All identifying data sheets and laboratory records were retained as part of the permanent documentation. Samples received by the laboratory were retained until after analysis and quality assurance checks were completed.

9.0 CONCLUSIONS

Based on the completion of this Phase II Subsurface Investigation, *Laurel Environmental Associates, Ltd.* has found the following:

Geophysical Survey:

A thorough investigation was conducted throughout the property. The UST was located on the north side of the property in the loading dock. The UST was believed to be removed from its original horizontal resting place and flipped vertically and is now acting as an overflow pool for DW-1, also located in the loading dock. The former sanitary system was located on the eastern side of the property adjacent to the septic vent and DW- 2. Otherwise, no significant anomalies of environmental concern were discovered during the GPR investigation.

Soil Borings:

LEA staff conducted soil borings at six exterior locations and one interior location throughout the subject property. The areas of concern were: former UST (SB-2), former sanitary system (SB-4), and EEA referenced stressed vegetation located near the former chemical storage area (SB-5). Laboratory Results are as follows:

- Elevated levels of Chromium were detected in **SB-4** and **SB-5 above** the NYSDEC SCO.
- Slightly elevated levels of several VOCs were detected in SB-4 and SB-5 but at concentrations below their respective NYSDEC Part 375-6.8(a) Unrestricted Soil Cleanup Objectives (SCOs).
- Slightly elevated levels of SVOCs were detected in SB-5 but at concentrations below NYSDEC Part 375-6.8(a) Unrestricted Soil Cleanup Objectives (SCOs).

Drywell and Floor Drain Investigation:

LEA staff investigated the on-site drywells and interior floor drain. Field screening indicates varying levels of black slightly impacted silty sands to clean light brown rocky sands. Please refer to Figure 2.0, Site Sketch for drywell locations.

- Elevated levels of the Heavy Metals Cadmium, Chromium, and Lead as well as SVOCs were detected in **DW-1 above** NYSDEC SCOs.
- Elevated levels of Chromium, Lead, and Selenium were detected in **FD-1 above** the respective NYSDEC SCOs.
- Elevated levels of Chromium were detected in **DW-3 above** the respective NYSDEC SCOs.
- Slightly elevated levels of several VOCs were detected in all the samples but at concentrations below their respective NYSDEC Part 375-6.8(a) Unrestricted Soil Cleanup Objectives (SCOs).

Groundwater Analysis:

On November 30, 2011, *LEA* conducted groundwater sampling from two down-gradient locations at the subject site. Using a model 6610DT Geoprobe®, samples were collected via dedicated tubing from within a discrete stainless steel screen which was deployed from 55 to 59 feet below grade at locations designated GW-1 and GW-2.

- Methylene chloride (a possible lab contaminant) was detected in both GW-1 and GW-2 but below the NYSDEC GW Standards. Otherwise, no VOCs were detected in the samples.

Soil Vapor Intrusion:

Laboratory results indicate no PCE, TCE or breakdown products indicative of solvents. Therefore, on-site activities and proximity of off-site IHWD/NPL sites does not present a recognized environmental concern to the subject property. Laboratory results indicate slightly elevated levels of Gasoline/BTEX compounds; however these are present at low levels and should present no recognized environmental concern to the subject property.

10.0 RECOMMENDATIONS

Based on the findings of this study, *Laurel Environmental Associates, Ltd.* recommends the following:

1. Using a Guzzler® or equivalent, remove bottom sediments from DW-1, DW-3, and FD-1 until visually clean soil is reached. The structure known as DW-2 should also be cleaned out to promote proper drainage. An endpoint sample should be collected from each structure and be analyzed for contaminants of concern to determine whether levels have been reduced to acceptable levels.
2. It may be prudent to conduct additional sampling to determine the levels of Chromium throughout the site.

YORK

ANALYTICAL LABORATORIES, INC.

Technical Report

prepared for:

Laurel Environmental
53 West Hills Road, Suite 1
Huntington Station NY, 11746
Attention: Scott Yanuck

Report Date: 12/19/2011

Client Project ID: 100 Frank Court, Hicksville, NY/11-36151

York Project (SDG) No.: 11L0569

CT License No. PH-0723

New Jersey License No. CT-005



New York License No. 10854

PA License No. 68-04440

120 RESEARCH DRIVE

STRATFORD, CT 06615

(203) 325-1371

FAX (203) 357-0166

Report Date: 12/19/2011
Client Project ID: 100 Frank Court, Hicksville, NY/11-36151
York Project (SDG) No.: 11L0569

Laurel Environmental
53 West Hills Road, Suite 1
Huntington Station NY, 11746
Attention: Scott Yanuck

Purpose and Results

This report contains the analytical data for the sample(s) identified on the attached chain-of-custody received in our laboratory on December 01, 2011 and listed below. The project was identified as your project: **100 Frank Court, Hicksville, NY/11-36151.**

The analyses were conducted utilizing appropriate EPA, Standard Methods, and ASTM methods as detailed in the data summary tables.

All samples were received in proper condition meeting the customary acceptance requirements for environmental samples except those indicated under the Notes section of this report.

All analyses met the method and laboratory standard operating procedure requirements except as indicated by any data flags, the meaning of which are explained in the attachment to this report, and case narrative if applicable.

The results of the analyses, which are all reported on dry weight basis (soils) unless otherwise noted, are detailed in the following pages.

Please contact Client Services at 203.325.1371 with any questions regarding this report.

<u>York Sample ID</u>	<u>Client Sample ID</u>	<u>Matrix</u>	<u>Date Collected</u>	<u>Date Received</u>
11L0569-01	FD-1 3'-4'	Soil	11/30/2011	12/01/2011

General Notes for York Project (SDG) No.: 11L0569

1. The RLs and MDLs (Reporting Limit and Method Detection Limit respectively) reported are adjusted for any dilution necessary due to the levels of target and/or non-target analytes and matrix interference. The RL(REPORTING LIMIT) is based upon the lowest standard utilized for the calibration where applicable.
2. Samples are retained for a period of thirty days after submittal of report, unless other arrangements are made.
3. York's liability for the above data is limited to the dollar value paid to York for the referenced project.
4. This report shall not be reproduced without the written approval of York Analytical Laboratories, Inc.
5. All samples were received in proper condition for analysis with proper documentation, unless otherwise noted.
6. All analyses conducted met method or Laboratory SOP requirements. See the Qualifiers and/or Narrative sections for further information.
7. It is noted that no analyses reported herein were subcontracted to another laboratory, unless noted in the report.
8. This report reflects results that relate only to the samples submitted on the attached chain-of-custody form(s) received by York.

Approved By:



Date: 12/19/2011

Robert Q. Bradley
Executive Vice President / Laboratory Director

YORK

YORK

ANALYTICAL LABORATORIES, INC.
200 HICKS AVENUE, SUITE 200
STRATFORD, CT 06615

Sample Information

Client Sample ID: FD-1 3'-4'

York Sample ID: 11L0569-01

York Project (SDG) No.

Client Project ID

Matrix

Collection Date/Time

Date Received

11L0569

100 Frank Court, Hicksville, NY/11-36151

Soil

November 30, 2011 3:00 pm

12/01/2011

Chromium, TCLP by EPA 6010

Log-in Notes:

Sample Notes:

Sample Prepared by Method: EPA 3010A

CAS No.	Parameter	Result	Flag	Units	MDL	RL	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
7440-47-3	Chromium	ND		mg/L	0.000900	0.00500	1	EPA SW846-6010B	12/19/2011 09:00	12/19/2011 14:10	MW

Lead TCLP by EPA 6010

Log-in Notes:

Sample Notes:

Sample Prepared by Method: EPA 3010A

CAS No.	Parameter	Result	Flag	Units	MDL	RL	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
7439-92-1	Lead	3.89		mg/L	0.00120	0.00300	1	EPA 1311/6010B	12/19/2011 09:00	12/19/2011 14:10	MW

YORK

ANALYTICAL LABORATORIES, INC.

Notes and Definitions

ND	Analyte NOT DETECTED at the stated Reporting Limit (RL) or above.
RL	REPORTING LIMIT - the minimum reportable value based upon the lowest point in the analyte calibration curve.
MDL	METHOD DETECTION LIMIT - the minimum concentration that can be measured and reported with a 99% confidence that the concentration is greater than zero. If requested or required, a value reported below the RL and above the MDL is considered estimated and is noted with a "J" flag.
NR	Not reported
RPD	Relative Percent Difference
Wet	The data has been reported on an as-received (wet weight) basis
Low Bias	Low Bias flag indicates that the recovery of the flagged analyte is below the laboratory or regulatory lower control limit. The data user should take note that this analyte may be biased low but should evaluate multiple lines of evidence including the LCS and site-specific MS/MSD data to draw bias conclusions. In cases where no site-specific MS/MSD was requested, only the LCS data can be used to evaluate such bias.
High Bias	High Bias flag indicates that the recovery of the flagged analyte is above the laboratory or regulatory upper control limit. The data user should take note that this analyte may be biased high but should evaluate multiple lines of evidence including the LCS and site-specific MS/MSD data to draw bias conclusions. In cases where no site-specific MS/MSD was requested, only the LCS data can be used to evaluate such bias.
Non-Dir.	Non-dir. flag (Non-Directional Bias) indicates that the Relative Percent Difference (RPD) (a measure of precision) among the MS and MSD data is outside the laboratory or regulatory control limit. This alerts the data user where the MS and MSD are from site-specific samples that the RPD is high due to either non-homogeneous distribution of target analyte between the MS/MSD or indicates poor reproducibility for other reasons.

Corrective Action:

YORK

ANALYTICAL LABORATORIES, INC.

120 RESEARCH DR. STRATFORD, CT 06615

(203) 325-1371 FAX (203) 357-0166

Field Chain-of-Custody Record

Page 1 of 2

NOTE: York's Std. Terms & Conditions are listed on the back side of this document.
This document serves as your written authorization to York to proceed with the analyses requested and your signature binds you to York's Std. Terms & Conditions unless superseded by written contract.

York Project No. 1120569

YOUR Information		Report To:		Invoice To:		YOUR Project ID		Turn-Around Time		Report Type/Deliverables	
Company: <u>Laurel Environmental</u>		Company: <u>Scott</u>		Company: <u>Rainy</u>		100 Frank Court Hicksville, NY		RUSH - Same Day <input type="checkbox"/>		Summary Report <u>✓</u>	
Address: <u>53 West Hill St</u>		Address: <u>Carla</u>		Address: <u>J</u>				RUSH - Next Day <input type="checkbox"/>		Summary w/ QA Summary <u>✓</u>	
Arlington Station, NY								RUSH - Two Day <input type="checkbox"/>		CT RCP Package <u>✓</u>	
Phone No. <u>831 673 0612</u>		Phone No. <u></u>		Phone No. <u></u>				RUSH - Three Day <input type="checkbox"/>		NY ASP A Package <u>✓</u>	
Contact Person: <u>Scott</u>		Attention: <u></u>		Attention: <u></u>				RUSH - Four Day <input type="checkbox"/>		NY ASP B Package <u>✓</u>	
E-Mail Address: <u>laurel@laurelenv.com</u>		E-Mail Address: <u></u>		E-Mail Address: <u></u>				Standard(5-7 Days) <input checked="" type="checkbox"/>		Electronic Deliverables: <u>✓</u>	
						Purchase Order No. <u>11-30151</u>				EDD (Specify Type) <u>Excel</u>	
						Samples from: CT <u>NY</u> NJ					

Print Clearly and Legibly. All Information must be complete.
Samples will NOT be logged in and the turn-around time clock will not begin until any questions by York are resolved.

Samples Collected/Authorized By (Signature)

Tom Johnson

Name (printed)

Matrix Codes
S - soil
Other - specify (oil, etc.)
WW - wastewater
GW - groundwater
DW - drinking water
Air-A - ambient air
Air-SV - soil vapor

Volatiles	Semi-Vols	Pest/PCB/Herb	Metals	Misc. Org.	Full Lists	Common	Miscellaneous Parameters
8260 Full 624 STARS list BTEX MTBE TCL list TAGM list CT RCP list Arom. only Halog. only App. IX list 8021B list	TICs Site Spec. Nassau Co. Suffolk Co. Ketones Oxygenates TCLP list 524.2 502.2 NJDEP list SPLP/TCLP 8021B list	8270 or 625 STARS list BN Only Acids Only PAH list TAGM list TCLP list NJDEP list App. IX SPLP/TCLP	RCRA8 PP13 list TAL CT RCP CT RCP App. IX Site Spec. SPLP/TCLP Total Dissolved TCLP Herb Chlordane 608 PCB 608 PCB	TPH GRO TPH DRO CT ETPH NY 310-13 TPH 1664 Air TO14A Air TO15 Air STARS Air VPH Air TICs Methane Helium	Pet. Pol. TCL Organics TAL MetCN Fast TCLP Full App. IX Pet. 360-Routine Pet. 360-Routine Pet. 360-Routine NYCOEP NYCOEP TAGM	Conductivity Reactivity Ignitability Flash Point Sieve Anal. Heteroatoms TOX BTUlb Aqueous Tux. TDC Silica	Nitrate Nitrite TKN Tot Nitrogen Arsenic-A Chloride Phosphate Tot. Phos. COD Oil/Grease F.O.G. pH MRAS

Special
Instructions
Field Filtered ☐
Lab to Filter ☐

Sample Identification	Date Sampled	Sample Matrix	Choose Analyses Needed from the Menu Above and Enter Below	Container Description(s)
SDW-1 (11-12)	11-30-11	S	8260; 8270 Stars; 8 RCRA	(1) 2oz (1) 2oz
SDW-2 (11-15)				
DW-3 (11-15)				
SB-4 (5-10')				(1) 2oz
SB-5 (0-5')				(1) 2oz (1) 2oz
SB-6 (6-15')			8021; 8270 Stars	" "
FD-1 (03-4')			8260 8270 Stars; 8 RCRA TCLP-Lead	" "
SB-7 (0-1')				(1) 2oz (1) 2oz

Comments

Preservation
Check those Applicable4°C Frozen HCl MeOH HNO₃ H₂SO₄ NaOH
ZnAc Ascorbic Acid OtherHNO₃ H₂SO₄ NaOH

Temperature on Receipt

12-1-11 1012
Samples Relinquished By
Date/Time

12-1-11 1012
Samples Received By
Date/Time

Samples Relinquished By
Date/Time

12-1-11 1020
Samples Received In LAB by
Date/Time

4.0 °C

Laura Rogers

11L0569

From: Tom Johansen [tjohansen@laurelenv.com]
Sent: Wednesday, December 14, 2011 3:45 PM
To: 'Laura Rogers'
Cc: csullivan@laurelenv.com
Subject: 100 Frank Road, Hicksville, NY

Laura,

I just faxed the chain for 100 Frank road, Hicksville, NY (York Project # 11L0105) back to you guys with an amendment on the COC. We need to run TCLP lead on FD-1 (Lab ID# 11L0105-07)...this was sent via fax. We **ALSO** need TCLP Chromium on the same sample. Please shoot me a quick email back confirming you received this message.

Thank you much,
Tom Johansen

Tom Johansen
Geologist
Laurel Environmental Associates, Ltd.
53 West Hills Road, Suite 1
Huntington Station, New York 11746
Phone: 631 673 0612
Fax: 631 427 5323



NEW YORK STATE
DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: Bowe Systems and Machinery

Site Code: 130048

Program: State Superfund Program

Classification: C

EPA ID Number:

Location

DEC Region: 1

Address: 200 Frank Road

City: Hicksville **Zip:** 11801

County: NASSAU

Latitude: 40.759896010

Longitude: -73.542875640

Site Type:

Estimated Size: 2.100 Acres

Site Owner(s) and Operator(s)

Current Owner Name: 200 FRANK ROAD REALTY CORP.

Current Owner(s) Address: 200 FRANK ROAD
HICKSVILLE, NY, 11801

Owner(s) during disposal: BOWE SYSTEC INC.

Current On-Site Operator: Bowe Systems and Machinery

Stated Operator(s) Address: 200 Frank Road
Hicksville, NY 11801

Hazardous Waste Disposal Period

From: 1989 **To:** 1991

Site Description

The site consists of a one story masonry building located on a two acre parcel in a commercial/industrial setting in Nassau County. The site is located at the southern end of Frank Road. Historical operations at the facility consisted of importing commercial dry cleaning machinery

for assembly, testing and distribution. In 1989, a spill of dry cleaning fluid (PCE) into an on-site leaching pool system contaminated subsurface soil and groundwater. The surrounding area consists of residential properties to the east and south and commercial properties to the north and west. An environmental assessment was conducted in December 1989 in response to an accidental discharge of PCE at the site. In March 1991, the NYSDEC oversaw the excavation and removal of approximately 450 tons of contaminated soil (maximum depth 29 ft bgs). In August 1992, a site screening investigation (SSI) was performed. Based on the findings interim remedial measures were performed in September 1992. The facility was connected to the municipal sewer system. The Remedial Investigation (RI) was conducted in September, 1992 (Phase I) and in September 1993 (Phase II). After the completion of an on-site and off-site remedial investigation a record of decision (ROD) was issued in March 1999. As prescribed in the ROD, groundwater sampling was conducted on a quarterly basis for three years starting in June 2000. On February 26, 2004, the site was delisted when the groundwater quality goals (NYS Drinking Water Standards) were obtained. A soil vapor intrusion evaluation was initiated in September 2006 with subsequent activities in March 2007. The vapor investigation was completed in December 2007. The investigation did not identify any unacceptable indoor air contamination, but did find levels of chlorinated solvents in sub-slab soil vapor, which triggered a recommendation for action to protect indoor air quality.

Summary of Project Completion Dates

Projects associated with this site are listed in the Project Completion Dates table and are grouped by Operable Unit (OU). A site can be divided into a number of operable units depending on the complexity of the site and the number of issues associated with a site. Sites are often divided into operable units based on the media to be addressed (such as groundwater or contaminated soil), geographic area, or other factors.

Contaminants of Concern (Including Materials Disposed)

Type of Waste	Quantity of Waste
TETRACHLOROETHYLENE {(PCE OR "PERC.") (F002)}	UNKNOWN

Site Environmental Assessment

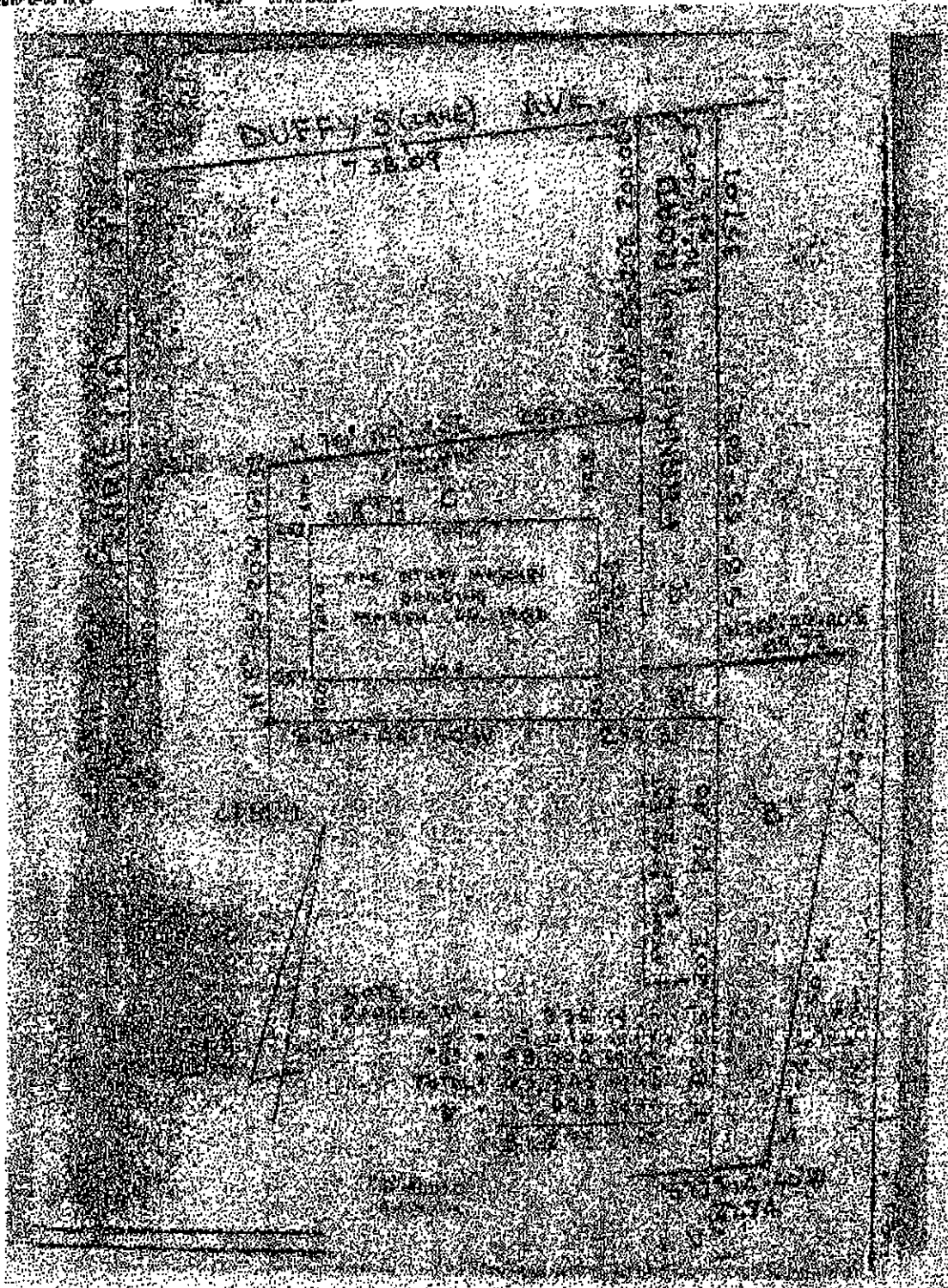
The primary contaminants detected at the site are tetrachloroethylene (PCE), 1,1,1 trichloroethylene (TCA), and trichloroethylene (TCE). Groundwater samples obtained at the site did not detect site contaminants in September 2006. Air samples collected in September 2006 and March 2007 detected elevated concentrations of site contaminants in the soil vapor and sub-slab soil vapor at the site. In door air levels at the on-site structure were below or slightly above background levels. Off-site structure sampling detected minimal impacts from site contaminants.

Site Health Assessment

The site is covered by buildings and pavement so public exposures to contaminated soils are not expected unless excavation occurs on the site. Exposures to contaminated groundwater via drinking water are not expected because public water serves the area and groundwater levels are below applicable standards, criteria, and guidance values. The potential for soil vapor intrusion was investigated, and no further actions were necessary for the off-site structures; however, the potential for future exposures via soil vapor intrusion into the on-site structure exists.

For more Information: E-mail Us

Refine Current Search



POLICY OF TITLE INSURANCE ISSUED BY



Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE INSURANCE COMPANY, a New York corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or restriction, regulating, prohibiting, or relating to:
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection.
 If a notice, describing any part of the Land, the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of the rights of eminent domain, describing any part of the Land, and the notice.
7. The exercise of the rights of eminent domain.
8. Any taking by a governmental body that has

Title Policy

Countersigned by:

Authorized Signature

AT COST ABSTRACT, INC.

Company

Patchogue, NY

City, State



[Signature]
President

[Signature]
Secretary

Part 1 of
Policy
Serial No.

0-8911-000581812

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-433-6044. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our Word-Wide Web site at <http://www.StewartNewYork.com>

COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely, or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 8.
2. 2 Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant.
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 8 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(d), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed conveyed without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships or other equity interests of the grantor are wholly owned by the named Insured;
 - (2) if the grantee wholly owns the named Insured;
 - (3) if the grantee is wholly owned by an affiliated Entity of the named Insured provided the affiliated Entity and the named Insured are both wholly owned by the same person or Entity; or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (e) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (f) "Insured Claimant": An Insured claiming loss or damage.
- (g) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (h) "Land": The land described in Schedule A, and annexed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but it does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (i) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (j) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (k) "Title": The estate or interest described in Schedule A.
- (l) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

CONDITIONS (Continued)

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether having a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of those records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment; and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (b)(ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

CONDITIONS (Continued)

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as Insured and the value of the Title subject to the risk Insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%; and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect lien, or extinguishment, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured in a reasonably diligent manner by any method, including litigation and the completion of any appeals it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim, or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject or which is executed by an Insured after Date of Policy and which is a change or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these

rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to insurances, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the scope of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authorized by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court, or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are covered to the Insured and to interpret and enforce the terms of this policy, in either case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at 300 East 42nd St. 10th Floor, New York, NY 10017.

Stewart Title Insurance Company

Schedule A

Alta Owner Policy

Title Number:	ACNY-1241-11	Policy Number	O-8911-000581812
Policy Date	01/10/2012	Policy Amount	\$ 1,225,000.00

1. Name of Insured

100 FRANK ROAD LLC and FRANK ROAD LAND, LLC, as tenants in common

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

Deed made by KEEMO PROPERTIES, LLC and FRANK ROAD PROPERTY, INC., dated 01/10/2012 to 100 FRANK ROAD LLC and FRANK ROAD LAND, LLC, as tenants in common, in the amount of \$1,225,000.00 and to be duly recorded in the Office of the Clerk of the County of Nassau.

4. The land referred to in this policy is described as follows:

PREMISES KNOWN AS:

1. Address **100 Frank Road, Hicksville**
S/B/L 11 /H/434, 435, 456 & 457

Countersigned: _____

Authorized Officer or Agent

**At Cost Abstract Corp.
62 South Ocean Avenue
Suite 202
Patchogue, New York 11772**

Schedule A Description

Title Number ACNY-1241-11

Policy Number: D-8811-000581812

Page 1

AS TO LOTS 434 and 435:

ALL that certain plot, piece or parcel of land, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the Southerly side of Duffy Avenue, distant 725.44 feet Easterly as measured along the present Southerly side of Duffy Avenue from the most Easterly end of the curve connecting the Southerly side of Duffy Avenue with the Easterly side of Henrietta Street; and

RUNNING THENCE North 76 degrees 49 minutes 40 seconds East, along the Southerly side of Duffy Avenue, 50.14 feet;

THENCE South 08 degrees 55 minutes 20 seconds East, and along the Easterly side of a private right of way known as Frank Road, 357.07 feet;

THENCE South 76 degrees 49 minutes 40 seconds West, 50.14 feet;

THENCE South 08 degrees 55 minutes 20 seconds East, 24.84 feet;

THENCE South 81 degrees 04 minutes 40 seconds West, 249.31 feet;

THENCE North 08 degrees 55 minutes 20 seconds West, 163.38 feet;

THENCE North 76 degrees 49 minutes 40 seconds East, 250.00 feet to the Westerly side of Frank Road; and

THENCE North 08 degrees 55 minutes 20 seconds West, along the Westerly side of Frank Road, 200.00 feet to the Southerly side of Duffy Avenue, at the point or place of BEGINNING.

AS TO LOTS 456 and 457:

ALL that certain plot, piece or parcel of land, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the Westerly side of a private right of way known as Frank Road, distant the following two courses and distances from the most Easterly end of the curve connecting the present Southerly side of Duffy Avenue

Schedule A Description - continued

Title Number **ACNY-1241-11**

Policy Number: **O-8911-000581812**

Page **2**

with the Easterly side of Henrietta Street:

- 1) Easterly along the present Southerly side of Duffy Avenue, 725.44 feet;
- 2) South 08 degrees 55 minutes 20 seconds East along the Westerly side of Frank Road, 357.07 feet to the true point of beginning; and

RUNNING THENCE North 76 degrees 49 minutes 40 seconds East, 139.86 feet;

THENCE South 01 degree 44 minutes 50 seconds West, 334.54 feet;

THENCE South 77 degrees 14 minutes 40 seconds West, 27.60 feet;

THENCE North 08 degrees 55 minutes 20 seconds West, 295.40 feet;

THENCE South 81 degrees 04 minutes 40 seconds West, 50.00 feet;

THENCE North 08 degrees 55 minutes 20 seconds West, and along the Westerly side of Frank Road, 24.84 feet to the point or place of BEGINNING.

Owner's Policy

Schedule B

Title Number: **ACNY-1241-11**

Policy Number: **O-8911-000581812**

The following are expressly excluded from coverage of Policy, and the Company will not pay loss or damage costs, attorneys' fees, or expenses which arise by reason of:

1. Taxes, tax liens, tax sales, water rates, and sewer rents and assessments not yet due or payable.
2. Rights of tenants or persons in possession.
3. Covenants, conditions, easements, leases, agreements of record, etc., more fully set forth herein.
 - A. Declaration recorded in Liber 5268 cp 231;
 - B. Electric Easement recorded in Liber 5365 cp 299;
 - C. Gas Easement recorded in Liber 5365 cp 294;
 - D. Ingress and Egress recorded in Liber 10112 cp 867;
 - E. Notice of Order of Consent recorded in Liber 11199 cp 164.
4. Mortgage made by 100 FRANK ROAD LLC and FRANK ROAD LAND, LLC, dated 01/10/2012 to KEEMO PROPERTIES, LLC and JOSEPHINE MEGLINO, as assignee, in the amount of \$400,000.00 and to be duly recorded in the Office of the Clerk of the County of Nassau.
5. Possible unpaid sewer hookup and sewer charges plus interest and penalties, if any.
6. Policy will not insure the courses, distances and dimensions of subject premises or the bed of any street, road or avenue passing through same, and will except any facts such a survey or personal inspection would show.

Owner's Policy

Title Number: **ACNY-1241-11**

Schedule B-II

Policy Number: **O-8911-000581812**

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest.

NONE

STEWART TITLE[®]

INSURANCE COMPANY

STANDARD NEW YORK ENDORSEMENT

(OWNER POLICY)

Attached to and made a part of Policy Number: O-8911-000681812.

The following is added as a Covered Risk:

"11. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

1. Exclusion Number 5 is deleted, and the following is substituted:

5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

01/10/2012



At Cost Abstract Corp.
62 South Ocean Avenue
Suite 202
Patchogue, New York 11772
Phone (631) 578-2982 Fax (631) 207-8308

By: _____

(Authorized Signature)

STEWART TITLE[®]
INSURANCE COMPANY




President

Secretary

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY ATTORNEYS ONLY.

THIS INDENTURE, made the 10th day of January, two thousand twelve

BETWEEN, Keemo Properties, I.L.C., a New York limited liability company, with offices at 25 Chelsea Drive, Smithtown, NY, as to Parcel I and Frank Road Property, Inc. a New York Corporation with offices at 3 Sea Raven Terrace, Ormond Beach, FL, as to Parcel II

collectively parties of the first part, and

100 Frank Road LLC, a New York limited liability company, with offices at 43 Meritoria Drive, East Williston, NY 11596, as to a ~~75%~~ interest and Frank Road Land, LLC, a New York limited liability company, with offices at 43 Meritoria Drive, East Williston, NY 11596, as to a ~~25%~~ interest.

tenants in common

Collectively parties of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SEE ATTACHED SCHEDULE A

BEING AND INTENDED TO BE the same as to Lots 434 and 435 by Deed dated May 24, 2008, Clerk's Office in Liber 12124 of Deeds at Page 44

the first part as Nassau County

As to Lots 456 and 457 by Deed dated December 1, 1989 in the Nassau County Clerk's Office in Liber 9965 of Deeds

, 1989 in the

SAID premises being known as 100 Frank Road Block H - Lots 434, 435, 456 & 457

Section 11 -

The conveyance of lots 456 & 457 is made to Frank Road Property, Inc.

Frank Road

This conveyance is subject to purchase money mortgage in the amount of \$400,000.00

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purposes. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In Presence of:

Keemo Properties, LLC

By Josephine Meglino
Josephine Meglino, Member, Seller

Frank Road Property, Inc.

By James Meglino
James Meglino, President, Seller

Schedule A Description

Title Number ACNY-1241-11

Page 1

AS TO LOTS 434 and 435: **PARCEL I**

ALL that certain plot, piece or parcel of land, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the Southerly side of Duffy Avenue, distant 725.44 feet Easterly as measured along the present Southerly side of Duffy Avenue from the most Easterly end of the curve connecting the Southerly side of Duffy Avenue with the Easterly side of Henrietta Street; and

RUNNING THENCE North 76 degrees 49 minutes 40 seconds East, along the Southerly side of Duffy Avenue, 50.14 feet;

THENCE South 08 degrees 55 minutes 20 seconds East, and along the Easterly side of a private right of way known as Frank Road, 357.07 feet;

THENCE South 76 degrees 49 minutes 40 seconds West, 50.14 feet;

THENCE South 08 degrees 55 minutes 20 seconds East, 24.84 feet;

THENCE South 81 degrees 04 minutes 40 seconds West, 249.31 feet;

THENCE North 08 degrees 55 minutes 20 seconds West, 163.38 feet;

THENCE North 76 degrees 49 minutes 40 seconds East, 250.00 feet to the Westerly side of Frank Road; and

THENCE North 08 degrees 55 minutes 20 seconds West, along the Westerly side of Frank Road, 200.00 feet to the Southerly side of Duffy Avenue, at the point or place of BEGINNING.

AS TO LOTS 456 and 457: **PARCEL II**

ALL that certain plot, piece or parcel of land, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the Westerly side of a private right of way known as Frank Road, distant the following two courses and distances from the most Easterly end of the curve connecting the present Southerly side of Duffy Avenue

Continued On Next Page

Schedule A Description - continued

Title Number ACNY-1241-11

Page 2

(PARCEL II con 4)

with the Easterly side of Henrietta Street:

- 1) Easterly along the present Southerly side of Duffy Avenue, 725.44 feet;
- 2) South 08 degrees 55 minutes 20 seconds East along the Westerly side of Frank Road, 357.07 feet to the true point of beginning; and

RUNNING THENCE North 76 degrees 49 minutes 40 seconds East, 139.86 feet;

THENCE South 01 degree 44 minutes 50 seconds West, 334.54 feet;

THENCE South 77 degrees 14 minutes 40 seconds West, 27.60 feet;


THENCE North 08 degrees 55 minutes 20 seconds West, 295.40 feet;

THENCE South 81 degrees 04 minutes 40 seconds West, 50.00 feet;

THENCE North 08 degrees 55 minutes 20 seconds West, and along the Westerly side of Frank Road, 24.84 feet to the point or place of BEGINNING.

On the 10th day of January in the year 2012, before me, the undersigned, a notary public in and for said State, personally appeared JOSEPHINE MEGLINO and JAMES MEGLINO personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument. -

Brie Du Chene
Notary Public, State of New York
No. 01DE6132837
Qualified in Suffolk County
Commission Expires August 29, 2012


Notary Public

Bargain and Sale Deed

With Covenant Against Grantor's Acts

Title No. ACNY-1241-11

Section 11
Block H
Lots 434, 435, 456 & 457

Keemo Properties, LLC &
Frank Road Property, Inc.

County/Town - Nassau

to

100 Frank Road LLC &
Frank Road Land LLC

RECORD & RETURN TO:

Mitchell Diamond, Esq.
Diamond Law Group
244 Mineola Blvd.
Mineola, NY 11501

FOR COUNTY USE ONLY

C1. SWS Code

C2. Date Deed Recorded

C3. Book

C4. Page

New York State Department of
Taxation and Finance

Office of Real Property Tax Services

RP- 5217

Real Property Transfer Report (8/10)



PROPERTY INFORMATION

1. Property Location 100 Frank Road
STREET NUMBER STREET NAME
Oyster Bay Hicksville
CITY OR TOWN VILLAGE
11501
ZIP CODE

2. Buyer Name 100 Frank Road LLC
LAST NAME / COMPANY FIRST NAME
Frank Road Land LLC
LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent
If other than buyer address (at bottom of form) Suppa Tanine
LAST NAME / COMPANY FIRST NAME
PO Box 0355 Carle Place NY 11514
STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel (Only if Part of a Parcel) Check as they apply:
4A. Planning Board with Subdivision Authority Exists ☐
4B. Subdivision Approval was Required for Transfer ☐
4C. Parcel Approved for Subdivision with Map Provided ☐

5. Deed Property Size 1 X 1 OR 1 Acres
FRONT FEET DEPTH

6. Seller Name Keemo Properties LLC
LAST NAME / COMPANY FIRST NAME
Frank Road Property, Inc
LAST NAME / COMPANY FIRST NAME

7. Check the box below which most accurately describes the use of the property at the time of sale:
A ☐ One Family Residential B ☐ Agricultural I ☐ Community Service
C ☐ 2 or 3 Family Residential F ☒ Commercial J ☐ Industrial
D ☐ Residential Vacant Land G ☐ Apartment K ☐ Public Service
E ☒ Non-Residential Vacant Land H ☐ Entertainment / Amusement L ☐ Forest
Check the boxes below as they apply:
8. Ownership Type is Condominium ☐
9. New Construction on Vacant Land ☐
10A. Property Located within an Agricultural District ☐
10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District ☐

SALE INFORMATION

11. Sale Contract Date 10 / 11
Month Day Year

12. Date of Sale / Transfer 1 / 10 / 12
Month Day Year

13. Full Sale Price 1,225,000.00
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Indicate the value of personal property included in the sale 0.00

15. Check one or more of these conditions as applicable to transfer:
A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Dead Type not Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Dates
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☐ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken 7.10.04

17. Total Assessed Value (of all parcels in transfer) Hicksville

18. Property Class 7.10.04

19. School District Name Hicksville

20. Tax Map Identifier(s) / Roll Identifier(s) (If more than four, attach sheet with additional Identifier(s))
Section 11
Block H
Lots 434, 435, 436 & 437

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE
By: Josephine Meglino 11/10/12
DATE
Josephine Meglino, Member
BUYER SIGNATURE
By: Frank Suppa 11/10/12
DATE
Frank Suppa, Sole member
BUYER'S ATTORNEY

Diamond Mitchell
LAST NAME FIRST NAME
516 663 5151
AREA CODE TELEPHONE NUMBER

NEW YORK STATE
COPY

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

Suppa Frank + Janir
LAST NAME FIRST NAME

PO Box 0355
STREET NUMBER STREET NAME
Carle Place NY 11514
CITY OR TOWN STATE ZIP CODE



Recording office time stamp

New York State Department of Taxation and Finance

**Combined Real Estate
Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

See instructions (TP-584-f) before completing this form. Please print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor		Name (if individual: last, first, middle initial)		Social security number
<input type="checkbox"/> Individual		Keemo Properties, LLC & Frank Road Property, Inc.		
<input type="checkbox"/> Corporation		Mailing address		Social security number
<input type="checkbox"/> Partnership		25 Chelsea Drive		20-4924599
<input type="checkbox"/> Estate/Trust		City	State	Federal employer ident. number
<input type="checkbox"/> Other		Smithtown	NY	11-2878858
			ZIP code	
			11787	
Grantee/Transferee		Name (if individual: last, first, middle initial)		Social security number
<input type="checkbox"/> Individual		100 Frank Road LLC & Frank Road Land LLC		072-70-5676
<input type="checkbox"/> Corporation		Mailing address		Social security number
<input type="checkbox"/> Partnership		43 Meritoria Drive		061-66-7372
<input type="checkbox"/> Estate/Trust		City	State	Federal employer ident. number
<input type="checkbox"/> Other		East Williston	NY	
			ZIP code	
			11596	

Location and description of property conveyed

Tax map designation			Address	City/village	Town	County
Section	Block	Lot				
11	H	434	100 Frank Road	Hicksville	Oyster Bay	Nassau
		435				
		456				
		457				

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input checked="" type="checkbox"/> Commercial/Industrial	Date of conveyance	Percentage of real property conveyed which is residential real property <u>100.00%</u> (see instructions)
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building	1 10 12	
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building	month day year	
4 <input checked="" type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____		

Condition of conveyance (check all that apply)

a. <input checked="" type="checkbox"/> Conveyance of fee interest	i. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	l. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Other (describe)

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part I \$ _____		
	Schedule B, Part II \$ _____		

Schedule B — Real estate transfer tax return (Tax Law, Article 31)**Part I — Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ☐ **Exemption claimed** 1. 1,225,000.00
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) 2.
- 3 Taxable consideration (subtract line 2 from line 1) 3.
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 4. 4,900.00
- 5 Amount of credit claimed (see instructions and attach Form TP-584.1, Schedule G) 5.
- 6 Total tax due* (subtract line 5 from line 4) 6. 4,900.00

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1) 1.
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) 2.
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01)) 3.

Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d ☐
- e. Conveyance is given in connection with a tax sale e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f ☐
- g. Conveyance consists of deed of partition g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k ☐
- l. Other (attach explanation) l ☐

*Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in New York City, make check(s) payable to the NYC Department of Finance. If a recording is not required, send this return and your check(s) made payable to the NYS Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: (check the appropriate box)

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-98(6)-R for more information regarding these aggregation requirements.

 - ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
 4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete.

By <u>Keemo Properties, LLC</u>	Member	By <u>100 Frank Road LLC</u>	Sole Member
<u>Josephine Meglino</u>	Title	<u>Frank Suppa</u>	Title
<u>Frank Road Property Inc.</u>	President	<u>Frank Road Land LLC</u>	Sole Member
<u>James Maglino</u>	Title	<u>Janine Suppa</u>	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest is being transferred by an individual or estate or trust.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the property is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this property.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must use Form IT-2663, Nonresident Real Property Estimated Income Tax Payment Form, and pay the full amount of estimated tax, if any, to the recording officer at the time the deed is presented for recording.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property, the transferor(s)/seller(s) (grantor) of this property was a nonresident of New York State, but is not required to pay estimated tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The property being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

This Commercial Lease Agreement ("Lease") is made and effective April 1, 2013, by and between Frank Road LLC and Frank Road Land LLC ("Landlord") and S&K Distribution LLC, DBA / New Castle Building Products, Headquartered at, 535 Old Tarrytown Road, White Plains, NY 10603 ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 100 Frank Road, Hicksville, NY 11801 and legally described as follows (the "Building"):

Landlord makes available for lease a portion of the Building and yard shown on the attached sketch of approx 5200 square feet (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning April 1, 2013 on a **month to month basis**.

B. Landlord or tenant may terminate said lease by giving **thirty days (30) written notice to the other. The Current rent is only good for the first 12 months.**

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of **\$39,084** per year, payable in installments of **\$3257.00** per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 100 Frank Road, Hicksville, NY 11801 or at such other place designated by written notice from Landlord to Tenant. Tenant shall also pay to Landlord a "Security Deposit" in the amount of **\$3257.00**.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. "Notwithstanding the foregoing, Landlord hereby approves Tenant's storage and sale of roofing, building, and waterproofing materials which may contain Hazardous Substances." **Tenant must at all times stay within the marked lines which indicated the Leased area.**

4. Sublease and Assignment

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld, **Conditioned** or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy **and use by Tenant**, except for major mechanical systems, **structural repairs** or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

7. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair **to return the premises to its condition prior to such damage or other casualty** not covered by insurance.

B. Landlord shall maintain **all risk** fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate (**but not less than full replacement value**). Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises. "Landlord shall, at all times during the term of this lease (and any extensions thereof) obtain, pay for, and maintain in full force and effect All-Risk Property insurance, on a full replacement cost basis, covering the Building and improvements on the Leased Premises. Landlord acknowledges that Tenant shall not carry insurance on the Building or improvements."

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued

by and binding upon an insurance company reasonably approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. In addition to contents insurance, Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

Loss Payee Information:

Frank Suppa, Janine Suppa, Frank Suppa landscaping, Frank Road LLC and Frank Road Land LLC

"Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waive and release each other of and from any and all rights of recovery, claim, action or cause of action against each other, their subsidiaries, directors, agents, officers and employees, for any loss or damage that may occur on or to the Leased Premises, any personal property, machinery equipment or supplies on the Leased Premises, or any additional improvements which Tenant may construct on the Leased Premises by reason of fire, the elements or any other cause which is required to be insured against under this Lease, regardless of cause or origin, including negligence of Landlord or Tenant and their agents, subsidiaries, directors, officers and employees, to the extent insured against under the terms of any insurance policies carried by Landlord or Tenant and in force at the time of any such damage, but only if the insurance in question permits such a partial release in connection with obtaining a waiver of subrogation from the insurer. Because this section will preclude the assignment of any claim mentioned in it by way of subrogation or otherwise to any insurance company or any other person, each party to this Lease agrees immediately to give to each insurance company written notice of the terms of the mutual waivers contained in this section and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage's by reason of the mutual waivers contained in this section."

8. Utilities.

All utilities shall be included in the Lease.

9. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

10. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. ~~The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.~~

11. Damage and Destruction.

Subject to Section 7 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

12. Hazardous Substances:(a) The term "Hazardous Substances" as used in herein shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law", which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment.

(b) Landlord represents and warrants to Tenant that there are no: (1) unresolved violations or potential violations of or under any Environmental Law in any way relating to or arising from the Leased Premises or the property on which the Leased Premises is

located and there are no adverse environmental conditions on the Leased Premises or the property on which the Leased Premises is located; (2) Landlord has not received written communication or notice that alleges that Landlord or any former or present tenant is in violation of, or has liability under or has not complied with any Environmental Law applicable to the Leased Premises or of any investigation or inquiry initiated by any governmental authority related in any way to the environmental condition of the Leased Premises; (3) Landlord has not received notice of non-compliance with any Environmental Law regarding or relating to the Leased Premises or the property on which the Leased Premises is located; and (4) Landlord has not received written request from any governmental authority for information pursuant to any Environmental Law applicable to the Leased Premises or the property on which the Leased Premises is located or the operations conducted or previously conducted on the Leased Premises or the property on which the leased Premises is located.

(c) To the best of Landlord's knowledge, there are no Hazardous Substances presently located in, on or under the Leased Premises. To the best of Landlord's knowledge, there are no underground storage tanks located under the Leased Premises. To the best of Landlord's knowledge, any underground storage tanks previously located at the Leased Premises have been properly removed and disposed of in accordance with applicable law. In the event Landlord shall become aware of the presence of any Hazardous Substances in, on, or under the Leased Premises or the existence of any underground storage tank at the Leased Premises, Landlord shall give prompt written notice of same to Tenant.

(d) Landlord shall indemnify, defend and hold Tenant harmless from and against any and all loss, damage, expense or cost, including all reasonable attorneys' fees incurred in connection with the defense of any court action or administrative proceeding against Lessee, (1) arising out of Landlord's breach of any of the terms set forth in this Section 12; (2) arising out of the presence or alleged presence of any Hazardous Substance which was at any time on or prior to the commencement date of this Lease located in, on, or under the Leased Premises; (3) arising out of or incurred in connection with the removal or remediation of any Hazardous Substance which was at any time on or prior to the commencement date located in, on, or under the Leased Premises; (4) arising on or after the commencement date of this Lease as a result of (i) any action or inaction of Landlord, its agents, employees, contractors or other third parties acting at the direction of or with the permission of Landlord, (ii) any Hazardous Substances originating on property adjacent to the Leased Premises, or (iii) any action or inaction of any person other than Tenant, its agents, employees, contractors or other third parties acting at the direction of or with the permission of Tenant. This Section 12 shall survive the expiration or termination of this Lease for the benefit of Tenant and any successors and assigns of Tenant."

13. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be

made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

14. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

15. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested (but with at least 10 days notice to Tenant), Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full

force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

17. **Lien Rights :** "Notwithstanding anything contained herein to the contrary, Landlord's lien rights granted hereunder or by operation of law shall automatically be subordinate to the rights of Tenant's lender(s) and equipment lessor(s) now or hereafter holding a security interest in any or all of Tenant's inventory, equipment, or personal property ("Collateral") located from time to time at the Leased Premises and Landlord hereby waives and releases in favor of any such lender and equipment lessor (a) any and all rights of distraint, levy and execution which Landlord may now or hereafter have against the Collateral and (b) any and all statutory liens, security interests or other liens which Landlord may now or hereafter have in the Collateral; and (c) any and all other interests or claims of every nature whatsoever which Landlord may now or hereafter have in or against the Collateral for any rent, storage charges, or other sums due, or to become due, to Landlord by Tenant. Landlord hereby agrees to not exercise any of Landlord's rights, remedies, powers, privileges, or discretions with respect to the Collateral, or Landlord's liens or security interests in the Collateral, unless and until Landlord receives written notice from an officer of all of Tenant's lenders and equipment lessors holding a security interest in such Collateral that Tenant's obligations to such lenders and equipment lessors have been paid in full and that the commitment of such lenders and equipment lessors to make loans or furnish other financial accommodations to Tenant has been terminated. The foregoing waiver is for the benefit of Tenant's lenders and equipment lessors only and does not affect the obligations of Tenant to Landlord under this Lease."

18. Security Deposit

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security

Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

19. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Frank Road Properties

100 Frank Road, Hicksville, NY 11801

ATTN: Frank Suppa

If to Tenant to:

S&K Distribution LLC. DBA / New Castle Building Products

535 Old Tarrytown Road, White Plains, NY 10603

ATTN: John E Hutt

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

20. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

21. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified

in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

23. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

24. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

25. Consent.

Landlord shall not unreasonably withhold, condition, or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

26. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the ~~lesser~~ of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

27. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

28. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

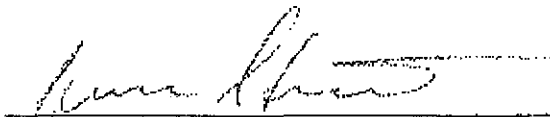
29. Governing Law

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Frank Road LLC and Frank Road Land LLC

By: Frank Suppa



S&K Distribution LLC. DBA / New Castle Building Products

BY: John E Hutt